INDEX TO VOLUME XIII.

DIGEST.

PAGE

Acceptance—Effect of signing application for, of life policy....163
— Of receipt for life premium.....167
Accident—Construction of policy.. 8
— Exemptions from liability in case of.....644
— What is death by on railway bridge..... 8
Accident Policy—Assignment of wages as waiver of premium in case of..... 885
— Waiver of increase of risk in case of..... 886
Accomplice—Right to challenge evidence of in case of arson..... 723
Action—For recovery of loss, when premature..... 81
— Form of in case of life policy... 84
— In the absence of novation.....645
— Limitation in case of substitution of parties.....561
— Non-suit does not bar..... 3
— Notice as preliminary to in case of mutual company.....161
— Proper party to sue in case of fire policy..... 162
— Proper party to sue in case of life policy..... 84
— Right of..... 161
— Substitution during pendency of action.....244
— What is sufficient compliance with requirement as to preliminary proofs and examination..801
— When arbitration is not a prerequisite to.....482
— Who may sue in case of joint contract..... 481
Agent—Authority of as to parol agreement.....642
—Authority of in mutual company.....323
— Authority of sub-agent as to applications..... 81
— Authority of to consent to assignment of part interest.....247

PAGE

— Authority of to waive payment of premium.....167
— Authority to appoint sub-agent. 81
— Consent of to increase of risk.. 887
— Effect of defalcation on commissions and contract..... 322
— Effect of mutual mistake of insured and.....645
— Evidence as to effect of statement of.....163
— Evidence as to powers of..... 4
— Evidence of as to cancellation.803
— False representations of.....881
— Insurable interest of who is also judgment creditor.....243
— Knowledge and responsibility as to other insurance.....245
— Knowledge of.....321
— Knowledge of as to vacancy....729
— Liability in case of failure to act on application..... ... 81
— Liability of for failure to cancel policy.....721
— Liability of sureties in case of defalcation by.....322
— Liability of sureties on bond...241
— Of company and of insured.....321
— Of company or insured.....642, 803
— Of company or insured in filling application..... 82
— Of insured or insurer in case of cancellation..... 82
— Proof of service upon.....242
— Service of process on.....727
— Unauthorized insurance by no defense against embezzlement 162
— Verbal representations by.....642
— Waiver by..... 402
— Waiver of premium by.....326
— When contract by is completed.641
— When knowledge of is not a waiver of prohibition against.722
Agreement—Authority of agent as to parol. 642

PAGE

Alabama—Statute taxing companies for benefit of fire department constitutional.....566
Alienation — Conveyance and reconveyance.....401
— Does not operate as an assignment.....722
— When knowledge of agent is not a waiver of prohibition against.722
Allowance—For expenses in collecting insurance moneys.....163
Alteration—Increase of risk.....401
Animals—Removal of insured to another county.....170
Answer—False in application as to intemperance.....165
— In application regarding diseases as warranty.....403
— Omission of in application.....402
— Uncertainty of as to insurable interest in application.....404
Application—Agent of company or insured in filling.....82
— Answers in regarding diseases as warranty.....403
— Authority of sub-agent as to....81
— Description.....402
— Diagram as basis of.....402
— Effect of oral admissions at former trial concerning false answers in.....884
— Effect of signing for acceptance of life policy.....163
— Evidence of incumbrance in case of verbal.....4
— Failure to represent mortgage in case of oral.....805
— False answer in as to intemperance.....165
— Omission of answer.....402
— Representation as to Incumbrance in prior.....562
— Uncertainty of answer as to insurable interest.....404
— Warranty and representation...402
Arbitration—When not a prerequisite to action.....482
Arson—Evidence in case of.....481
— Right to challenge evidence of accomplice.....723
Assessment—In case of insolvency.....5
— In mutual company.....5
— Insufficient notice of.....6
— Non-payment of forfeits rights to benefit.....562
— Notice of in case of benevolent society.....723
— Notice of in mutual company as evidence.....80

PAGE

— Receipt of as waiver.....401
— Recovery of in case of foreign company.....88
Assignee—Effect of notification as to in case of.....409
Assignment—Alienation does not operate as.....722
— Authority of agent to consent to of part interest.....247
— In case of building on leased land.....802
— Of certificate of benevolent order.....468
— Of wages as waiver of premium in case of accident policy....885
— Pleading as to.....242
— Title and rights of parties in case of life policy.....322
— Total loss as in case of carrier..562
— Transfer of title by.....242
— What interest will support in case of creditor.....882
Authority—Of agent as to parol agreement.....642
— Of agent in mutual company...323
— Of agent to appoint sub-agent..81
— Of agent to consent to assignment of part interest.....247
— Of agent to consent to increase of risk.....887
— Of party paying premiums to control payment in case of life policy.....725
— To consent to transfer of title and assignment of policy.....4
Benefit certificate—Effect of indorsement of.....407
Benefits—Non-payment of assessments forfeits right to.....562
— Right to in case of expulsion from benevolent society.....6
Beneficiaries—Rights of.....408
— Construction of benevolent certificate as to.....883
Beneficiary—Of policy payable to wife or legal representatives.887
— Payment in case of suit by....564
— Title to policy is in.....725
Benevolent—Construction of certificate as to beneficiaries....883
Benevolent association—What constitutes good standing.....562
— Insurable interest in case of...885
— Title to certificate of.....408
— Title to fund of.....407
— Effect of suspension.....723
— Right to benefits in case of expulsion.....6
— Title to fund in case of.....172
Bill of lading—As contract.....562

PAGE

Broker—Effect of employing as to cancellation.....721
Burden—Of proof in case of vacancy.....807
Cancellation—Agent of insurer or insured 82
— Construction of policy clause as to notification..... 82
— Effect of employing broker as to.....721
— Evidence of agent as to.....803
— Evidence of usage..... 82
— Return of part premium.....642
— Right of.....803
— Waiver of proofs by demand for.....326
— What is essential to.....803
— What is sufficient evidence of. 883
Carrier—Bill of lading as a contract..... 562
— Liability for losses.....483
Carriers Liability for losses between intermediate.....483
Case—Reopening of..... 166
Certificate—Of benevolent order—Assignment when binding....408
— Construction of benevolent as to beneficiaries..... 883
— Of notary—In case of proofs of loss..... 89
Certificate—Of temperance by physician as evidence.....165
— Title to of benevolent order....408
Charge—Exception to.....166, 564
Charter—Construction of.....486
— Construction of mutual company in case of surplus.....565
— Removal forbidden by.....243
Conditions precedent—As to notice and proofs..... 86
Collection—Expenses for of insurance moneys.....163
Commencement of voyage—Effect of towing and returning after..404
Commissions—Effect of defalcation by agent on.....322
Commuted policy—Non-payment of premium forfeits right to...324
Company—Agent of and of insured.....321
— Agent of or of insured.....642, 803
— Tranfer of assets by.....6 5
Compliance—With requirement as to preliminary proofs 801
Consent—Of agent to increase of risk..... 887
Construction—Of answers in application concerning disease.....403
— Of benevolent certificate as to beneficiaries..... 883

PAGE

— Of charter of mutual company in case of surplus.....565
— Of contained in in case of mutual company.....243
— Of Ohio statutes in case of foreign assessment company.... 83
Of policy as to storing gunpowder etc..... 85
— Of policy condition as to forfeiture in case of vacancy.....409
— Of premises as to personal property..... 410
— Of statutes and charter.....486
— Of warranty in case of valuation..... .807
Contained in—Construction of in case of mutual company.....243
— Description.....163
Contract—Bill of lading as.. ... 562
—Breach of condition in case of joint..... 481
— By infant valid..... 481
— Effect of defalcation by agent on.....322
— Entire or several..... 247
— False representations by agent. 881
— Reformation of..... 243
— When by agent completed.....641
Control—Of insured in case of benevolent order certificate.....408
Conveyance—And reconveyance as alienation..... 401
Corporate powers—Limitation of mutual company to contract..323
Corporation—What is necessary to constitute..... 6
Credibility—Of witness in case of arson..... 723
Creditors—Exemption of wife's policy from.....729
Death—Proofs of as evidence.....806
— Transfer of title by avoids policy..... 10
— Waiver and evidence of proofs of.....644
— What is by accident on railway bridge..... 8
Defalcation—Effect of by agent on commissions and contract.....322
Default—Right to paid up policy in case of as to premium.....645
Defense—Technical objection as..806
— Where non-payment of premium is no..... .170
Defenses—Limitation of.....405
Deviation—Effect of towing and returning after commencement of voyage..... 404
Denial—Of liability as waiver of proofs..... 90

PAGE

Description—Construction of contained in in case of mutual company.....243
— Contained in.....163
— In application.....402
— Measure of damages.....563
Diagram—As basis of application.....402
Disease—Answers in application regarding as warranty..... 3
— Proofs of death as evidence of..885
— What constitutes.....404
Distribution—Proper method of of surplus of mutual company...565
Dividends—Application of to payment of notes.....406
Duration—Of risk..... 407
Duties—Of insured as to salvage..807
Effect—Of evidence as to of statement of agent.....163
—Of mutual mistake with agent and insured..... ..645
— Of other insurance when void..644
Embezzlement—Unauthorized insurance by agent no defense against.....162
Equity—When it will not relieve against a forfeiture.....245
Estoppel—In case of both parties having equal knowledge.....323
Evidence—And waiver of proofs of death.....644
— As to effect of statement of agent.....163
— As to powers of agent..... 4
— As to waiver of policy condition.410
— Certificate of physician as to temperance as.....165
— Effect of oral admissions at former trial concerning false answers in application..... 884
— Letters as..... .. 163
— Notice of assessment in mutual company as.....802
— Of agent as to cancellation.....803
— Of increase of risk through use of drier.....487
— Of incumbrance in case of verbal application..... 4
— Of parol renewal..... 90
— Of personal character in action on fire policy..... 89
— Of receipt for premium.....726
— Of right to profits in case of life policy.....724
— Of title in case of arson.....481
— Of usage in case of cancellation. 82
— Of waiver of increase of risk.. 887
— Opinion of experts as to insanity.....484

PAGE

— Pleading in case of demurrer to..... 325
— Proofs of death as 806
— Proofs of death as of disease.. 885
— Right to challenge that of accomplice in case of arson.....723
— What is sufficient of cancellation. 883
— When verdict of jury should not be set aside.....484
Examination — Sufficient compliance with requirement as to preliminary.....801
Exception—To charge 166, 564
— To refusal to nonsuit. 166
Exclusion—Of letters as evidence..163
Exemption—From liability in accident policy.....644
— Of wife's policy from creditors.729
Expenses — For collecting insurance moneys.....163
Expert—Opinion of as to insanity.484
Failure—To cancel and receipt of assessment as waiver.....401
Family—What constitutes member of.. 8
False answer—As to intemperance in application..... 165
False answers—Effect of oral admissions at former trial concerning in application..... 884
False representations—Of agent.. 881
— Waiver of regarding marriage. 886
Fees—Ownership of from foreign companies.....487
Findings—Special. 404
Fire—On vessel lying at wharf....804
— Presumption as to time of starting..... 807
Foreclosure—Of mortgage avoids the policy.....323
Foreign company—Conditions of admittance to Ohio.....643
— Construction of Ohio statute in case of assessment 83
— New York law taxing agents of for benefit of firemen constitutional..... 10
— On assessment plan cannot compel commissioner to grant license when..... 83
— Ownership of fees from.....487
— Recovery of assessment in case of insolvent..... 88
— Service on..... 405
— Suits in case of insolvent..... 7
— Unauthorized insurance by..... 88
Forfeiture — Acceptance of payment of note after due as waiver of.....727

PAGE

— Construction of policy condition as to in case of vacancy.....409
— Effect of non-payment of interest on premium note.....646
— For non-payment of premium note.....246
— When equity will not relieve against.....215
— What will work.....247
Fraud — Failure to communicate facts without inquiry not.....171
— False representations by agent.881
— In case of mortgagee.....485
— In proofs of loss..... 89
In representations, pleading in case of..... 88
— Valuation when excessive must be fraudulent to disturb a verdict..... ...647
Fund—Title to in case of benevolent society.....172, 407
General average—In case of negligence.....804
Good standing—What constitutes in benevolent association. . 562
Gunpowder etc.—Construction of policy as to keeping and storing 85
Health—Impairment of — Intemperance.....
Husband—Insurable interest of in wife's property.....164,724
Impairment — Of health — Intemperance.....165
Increase—Of risk by alterations...401
— Of risk—Waiver of by agent....887
— Of risk—Waiver of in case of accident policy.....886
— Of risk through use of drier....487
Incumbrance—Failure to represent mortgage in absence of inquiry.....805
— Representation in prior incumbrance as to.....562
Indorsement—Effect of benefit certificate.....407
Infant—May insure..... 481
Insanity—Opinion of expert as to..484
Insolvency—Assessment in case of. 5
— What is a sufficient decree of... 7
Instructions—Refusal of.....405
Insurable interest—Form of action. 84
— In case of benevolent society...885
— In case of life policy.....887
— Misrepresentation as to.....243
— Necessary to sustain title by assignment or otherwise.....244
— Of adopted daughter..... 8
— Of husband in wife's policy.....724
— Of husband in wife's property..164

PAGE

— Of judgment creditor also agent of company.....243
— Uncertainty of answer as to in application 404
— Proper party to sue..... 84
— Waiver of policy condition as to.485
— What will support assignment in case of life policy.....882
Insurance — On property already destroyed when invalid... . .641
— Subrogation of carrier for.....483
— Unauthorized by agent no defense against embezzlement...162
Insured—Agent of and of company.321
— Agent of or of company....642, 803
— Control of as to benevolent order certificate.....408
— Salvage duties of.....807
— Title and rights of in case of wife's policy.....887
Intemperance — False answer in application.....165
— Impairment of health.....165
Interest—Effect of non-payment of on premium note.... 646
— Non-disclosure of in case of insurance on wife's property.....164
— What necessary for life policy.. 84
Judgment creditor—Insurable interest of, who is also agent of company.....243
Jurisdiction—Of State and Federal court..... 84
Jury—Questions for.....404
— When verdict should not be set aside.....484
Keeping or storing—Construction of policy as to gunpowder etc.. 85
Knowledge—And responsibility of agent as to other insurance...245
— Estoppel when both parties possess equal.....323
— Of agent.....321
— Of agent as to vacancy.....729
— Of agent is not a waiver of prohibition against alienation, when 722
Liability—Exemptions from in case of accident policy.....644
— For failure to assign policy in case of loss.....724
— For losses between intermediate carriers.....483
— Of agent for failure to cancel policy.....721
— Of agent in case of failure to act on application..... 81
— Of carrier for loss in case of subrogation.....562
— Of carrier for losses.....483

PAGE

— Of sureties in case of defalcation by agent....322
— Of sureties on agent's bond....241
— Statutory cannot be limited by articles of association.... 5
Letters—As evidence....163
Lex loci—In case of life policy....725
License—Foreign assessment company cannot compel commissioner to grant license when.. 83
— Fraudulent representations as to.... 88
Limitation—As to bringing suit...564
— As to participation in division of surplus of mutual company....565
— As to recovery of premiums in case of void policy....728
— As to time of suit....321
— In case of substitution of parties....561
— Of corporate powers of mutual company to contract....323
— Of defenses....405
— Substitution of parties during pendency of action....244
— What will not avoid....165
Live stock—Removal of insured animals to another county....170
Loan—Validity of....486
Loans to policy-holders....486
Location—Of risk in case of reinsurance....806
Loss—Action for recovery when premature.... 81
— Liability for failure to assign policy....724
Proofs in case of payable to mortgagee....485
Mandamus—In case of superintendent of insurance in Ohio....613
Marriage—Waiver of false representations regarding....886
Massachusetts—Treatment of notes under non-forfeiture law of...168
Measure—Of damages....563
— In case of husband's insurance on wife's property....164
— Value of building as....171
Measure of value—In case of transfer of assets by company....645
Mechanics' lien—Effect of sale on. 20
Misrepresentation—As to insurable interest....243
— As to title to lands....171
— Must be material in case of valuation.... 86
Mistake—Mutual of agent and insured....645

PAGE

Mortgage—Failure to represent in case of oral application in absence of inquiry....805
— Foreclosure avoids the policy....323
— Subsequent....402
— Validity of loan....486
— Waiver of policy condition as to insurable interest....485
Mortgagee—Proofs in case of loss payable to....485
Mortgagor—Title of not absolute ownership....728
Mutual company—Assessment in.. 5
— Cannot waive provision in charter requiring incumbrance to be expressed in policy....323
— Construction of contained in in case of....243
— Limitation of corporate powers to contract....323
— Notice of assessment in as evidence....802
— Notice preliminary to action in case of....161
— Who owns surplus of....565
Negligence—General average in case of....804
Non-disclosure—Of interest in case of insurance on wife's policy..164
Non-payment—Of premium forfeits right to commuted policy....324
— Of premium note, where no defense....170
— Of premium as waiver of proofs and notice....168
Nonsuit—Does not bear action.... 3
— Exception to refusal to....166
— Motion for....166
Notary—Certificate of in case of Proofs of loss.... 89
Notice—Charge of court as to.... 86
— Conditions precedent.... 86
— Denial of waiver of.... 90
— Due diligence as to.... 86
— Insufficient of assessment.... 6
— Of assessment in case of benevolent society....723
— Of assessment in mutual company as evidence....802
— Of assignment of life policy....882
— Of premium due....324
— Non-payment of premium as waiver of....168
— Not a substitute for proofs of loss....564
Preliminary to action in case of mutual company....161
— Waiver and Estoppel.... 86

PAGE

—Of loss—Sufficient..... 9
Notification—Construction of policy clause as to..... 82
— Effect of as to assignee in case of vacancy.....409
Novation—Action in the absence of 645
Objection—Technical as defense..806
Ohio—Conditions of admittance of foreign company to.....613
Omission—Of answer in application.....402
Opinion—Of expert as to insanity.481
Other insurance—Effect of when void 644
— Knowledge and responsibility of agent.....245
Ownership—Of fees from foreign companies.....487
— Title of mortgagor not absolute.....728
Paid-up—Right to on default of premium.....615
Parol—And prospectuses—When admissible 324
— Renewal when complete..... 90
Partner—What constitutes.....644
Partnership — Dissolution of and sale between partners as change of title.....728
— Transfer of title in case of..... 11
— What constitutes change in title or possession in case of....644
Parties—Limitation in case of substitution of.....561
— Title and rights of in case of assignment of life policy. 322
Payment — Authority of agent to waive of premium.....167
— In case of suit by beneficiary...564
— Of premium.....406
— Of premium note after due as waiver of forfeiture. 727
— Verbal promise of not a waiver.564
— Waiver of of premium.....726
— What constitutes of premium...325
Physician's certificate of temperance—As evidence.....165
Pleading—Effect of admitting adversary's claim..... 325
— Exception to charge..... 564
— Exemption from liability and proofs of death in case of demurrer..... 644
— In case of assignment of life policy..... 242
— In case of fraudulent representations..... 88
— Payment in case of suit by beneficiary 564

PAGE

— Technical objection as a defense..... 806
— When reply is not supported by evidence 323
Policy—Amount of recovery on life in case of unpaid premium notes.....725
— Beneficiary in case of payable to wife or legal representatives..887
— Conditions as to proofs of loss must be complied with.....564
— Construction of accident..... 8
— Construction of condition as to forfeiture in case of vacancy...409
— Evidence as to waiver of condition.....410
— Exemptions from liability in case of accident.....644
— Exemption of wife's from creditors.....729
— Failure to cancel as waiver.....401
— Foreclosure of mortgage avoids policy.....323
— Forfeiture in case of non-forfeiting.....406
— Liability for failure to assign in case of loss.....724
— Liability of agent for failure to cancel.....721
— Premiums on void may be recovered.....728
— Recovery of premiums in case of void..... 806
— Requiring policy taken with loan as usury.....325
— Right to commuted in case of non-payment of interest on premium note.....646
— Right to paid-up on default of premium.....645
— Time of running.....564
— Title to is in beneficiary.....725
— Title to substituted life.....248
— Unpaid premium notes may be deducted from.....726
— Waiver of condition as to insurable interest.....485
— What interest will support assignment in case of life.....882
— What is a valued.....568
— When equity will not relieve against a forfeiture..... ..245
Policy-Holders—Loans to.....486
Possession — What constitutes a change of in case of partnership.....614
Power — Of superintendent over foreign companies.....643
Practice—Exception to charge....166

PAGE

— Effect of oral admissions concerning false answers in application 884
— Exception to refusal to nonsuit. 166
— Limitation of defenses 405
— Motion for nonsuit 166
— Re-opening of case 166
Premises — Construction of as to personal property 410
Premium — Acceptance of receipt for life 167
— Assignment of wages as waiver of in case of accident policy .. 885
— Authority of agent to waive payment of 167
— Evidence of receipt for 726
— False representations of agent will authorize insured to recover 881
— Non-payment as waiver of proofs and notice 168
— Non-payment forfeits right to commuted policy 324
— Non-payment of 168
— Non-payment of note 168
— Notice when due 324
— Occasional payments after due a waiver 186
— On void policy may be recovered. 728
— Payment of 406
— Recovery of in case of void policy 806
— Return of part in case of cancellation 645
— Right to paid-up policy or default of 626
— Waiver of by agent 325
— What constitutes payment of ... 326
— What is waiver of payment 746
Premium note—Acceptance of payment after due a waiver of forfeiture 727
— Application of dividends 406
— Effect of unpaid 725
— Forfeiture—Effect of non-payment of interest on 646
— Forfeiture for non-payment of interest 206
— Forfeiture in case of non-forfeiting 488
— In hands of third party not a payment to the company 167
— Recovery of assessments in case of insolvent foreign company ..
— Treatment of under Mass. non-forfeiture law 126
— Unpaid may be deducted from policy 725
— What constitutes payment of premium 369

PAGE

— When due and suable 170
— Where non-payment is no defense 107
Presumption as to time of fire starting 827
Process—Service of on agents 7
Profits—Evidence as to right to in case of life policy 724
Promise of payment—Verbal not a waiver 564
Proof—Burden of in case of vacancy 807
— Of service upon agent 242
Proofs—Compliance with requirement as to preliminary 801
— In case of loss payable to mortgagee 485
— Non-payment of premium as waiver of 168
— Waiver of by demand for cancellation 326
Proofs of death—As evidence 806
— As evidence of disease 885
— Waiver and evidence of 644
— Waiver of 725
Proofs of loss—Charge of court as to 86
— Conditions precedent to recovery 86
— Denial of waiver of 90
— Due diligence as to 86
— Evidence of personal character .. 89
— False statements as to title and interest in 171
— Formal defects in 89
— Fraud in 89
— Policy conditions must be complied with 564
— Waiver and estoppel 86
— Waiver of 9, 89
Proper party—To sue in case of fire policy 162
Prospectuses and parol—When admissible 324
Questions—For jury 404
Reasonable time 721
Receipt—Acceptance of for life premium 167
Recovery—Amount of in case of unpaid premium notes 725
— Of assessments in case of insolvent foreign company 88
— Of premiums in case of void policy 728, 806
Recovery of loss—When action for premature 81
Reformation—Of contract 243
Refusal—Of instructions 405
Reinsurance—Location of risk 806
Removal—Forbidden by charter .. 243

PAGE

— From State to Federal court....170
— Of animals insured to another county.....170
Renewal—Parol contract when complete..... 90
Reopening—Of case.....106
Representation—And warranty...402
— As to incumbrance in prior application.....562
— False statements as to title and interest in proofs of loss.....171
— Intent to deceive.....171
— Verbal by agent.....642
Representations—False of agent..881
— Waiver of false regarding marriage.....886
Responsibility—And knowledge of agent as to other insurance...245
— Of warehouseman.....887
Retention—Of policy and transfer of assets by company.....615
Revocation—of beneficiary.....407
Right—Of cancellation.....803
— To benefits forfeited by non-payment of assessments.....562
— To challenge evidence of accomplice in case of arson.....723
— To commuted policy forfeited by non payment of premium.....324
— To commuted policy in case of non-payment of interest on premium note.....646
— To profits in case of life policy..724
Rights—And title of assured in case of wife's policy.....887
— Of beneficiaries.....408
— Of former members as to surplus of mutual company.....565
— Of parties in case of assignment of life policy.....322
Risk—Duration of.....407
— Evidence of increase of through use of drier.....487
— Increase of by alterations.....401
— Location of in case of reinsurance.....806
— Prohibition against extra hours.487
— Waiver of increase of.....887
— Waiver of increase of in case of accident policy.....886
Sale—Between partners as change of title.....728
— Effect of on mechanic's lien.....10
Salvage—Duties of insured.....807
Service—Proof of upon agent.....242
— Of process on agents.....727
— On foreign company.....405
Special findings.....404
Statement—Evidence as to effect of by agent.....163

PAGE

Statements—False as to title and interest in proofs of loss.....171
Statute—Construction of Ohio in case of foreign assessment company..... 83
—New York taxing agents of foreign corporations for benefit of firemen constitutional..... 10
— Taxing companies for benefit of fire department constitutional in Alabama.....566
Statutes—Construction of.....486
Subrogation—Liability of carrier for loss in case of.....562
— Of carrier for insurance.....483
Subsequent mortgage.....402
Substitution—Limitation in case of of parties.....561
— Of parties during pendency of action.....244
Suit—Limitation as to time of....321
— Payment in case of by beneficiary.....564
— Removal of..... 3
Suits—Removal of from State to Federal court.....170
Sureties—Liability of in case of defalcation by agent.....322
Surplus—Who owns in case of mutual company.....565
Superintendent of insurance—Mandamus in case of in Ohio..613
Suspension—Effect of as to benevolent society.....723
Taxation—Alabama statute taxing companies for benefit of fire department constitutional.566
— Ownership of fees from foreign companies.....487
Technical—Objection as defense...806
Third party—Premium note in hands of not a payment to the company.....167
Time—Reasonable—What is.....721
Title—And rights of assured in case of wife's policy.....887
—And rights of parties in case of assignment of life policy...322
— Authority of agent to consent to assignment of part interest...217
— Authority to consent to transfer of..... 4
— Dissolution of partnership and sale between partners.....728
— Evidence of..... 481
— Effect of sale on mechanic's lien. 10
— False statements as to in proofs of loss.....171
— Equitable..... 10

PAGE

— In buildings reserved after sale of land.....171
— Misrepresentation as to title to lands.....171
— Of mortgagor not absolute ownership.....728
— Of warehouseman.....887
— To certificate of benevolent order.....408
— To fund in case of benevolent society.....172
— To fund of benevolent order....407
— To policy is in beneficiary.....725
— To substituted life policy.....248
— Transfer by death avoids policy. 10
— Transfer in case of partnership.. 11
— Transfer of by assignment.....242
— Transfer of during insolvency of company..... 10
— What constitutes change of in case of partnership.. 644
— What will work a forfeiture....247
Total loss – As an assignment in case of carrier.....562
Transfer – Of assets by company. .645
Treatment—Of notes under Mass. non-forfeiture law.....168
Unauthorized insurance—By foreign company..... 88
— No defense against embezzlement by agent.....162
Usage—Evidence of in case of cancellation..... 82
Use or occupation.....247
Usury—Mortgagor as policy-holder 486
— Requiring policy taken in case of loan.....325
Vacancy—Burden of proof.....807
— Construction of policy condition as to forfeiture.....408, 409
— Waiver of breach of warranty in case of.....729
— What constitutes.....326, 410
Valuation—Construction of warranty.....807
— Misrepresentation must be material in case of..... 86
— When excessive must be fraudulent to disturb a verdict.....647
Value—Measure of in case of transfer of assets by company.....645
— Of building as measure of damages.....171
Valued policy—What is.....568
Verdict—Valuation when excessive must be fraudulent to disturb a verdict.....647

PAGE

— When it should not be set aside. 484
Vessel—In case of fire on at wharf. 804
Waiver—Acceptance of payment of note after due as waiver of forfeiture.....727
— And evidence of proofs of death. 644
— Assignment of wages as of premium in case of accident policy 885
— Authority of agent as to in regard to payment of premium..167
— By agent.....402
— Denial of liability as of proofs.. 90
— Denial of of notice and proofs... 90
— Evidence of as to policy condition.....410
— Failure to cancel and receipt of assessment as.....401
— Occasional payment of premium after due as.....168
— Of breach of warranty in case of vacancy.....729
— Of false representations regarding marriage.... 886
— Of increase of risk by agent... 887
— Of increase of risk in case of accident policy 886
— Of payment of premium.....726
— Of policy condition as to insurable interest.....485
— Of premium by agent.....326
— Of proofs by demand for cancellation.....326
— Of proofs of death.....725
— Of proofs of loss.....9, 86, 89
— Verbal promise of payment not a. 564
— When knowledge of agent is not a waiver of prohibition against. 722
Warehouseman—Responsibility of. 887
Warranty – And representation....402
— Answers in application regarding diseases as.....403
— Construction of in case of valuation.....807
— Waiver of breach of in case of vacancy.....729
Wife—Insurable interest of husband in property of.....164
Wife's policy—Beneficiary of policy payable to wife or legal representatives 887
—Title to substituted policy.....248
Witness—Credibility of in case of arson.....723

CASES REPORTED AND DIGESTED.

		Rep.	Dig.
Barracliffe vs. Ins. Co	N. J. C. E	190	163
Bates vs. Detroit Mut. Ben. Ass'n	Mich S. C	79	6
Behrens vs. Germania F. Ins. Co	Iowa S. C	653	644
Bell & Sage Wagon Co. vs. Aurora F. & M. Ins. Co	Ind. U. S. C. C	367	326
Bennett vs. Agricultural Ins. Co	Conn. S. C	817	807
Benninghoff vs. Agricultural Ins. Co	N. Y. C. A	45	2
Biggs vs. North Carolina Home Ins. Co	N. C. S. C	302	247
Brown vs. Mass. Mut. Life Ins. Co	N. H. S. C	208	163
Burkhard vs. Travelers Ins. Co	S. C. Pa	58	8
Bushnell, Adm'r, vs. Bushnell	Ind. S. C	255	242
Carlton et al. vs. Southern Mut. Ins. Co	Ga. S. C	577	565
Carmichael vs. Northwestern Mut. Benefit Assn.	Mich. S. C	12	8
Carr vs. Fire Association of Phila	N. H. S. C	413	410
Carr vs. Roger Williams Ins. Co	N. H. S. C	443	410
Claflin vs. Ins. Co	U. S. S. C	177	170
Colby vs. Cedar Rapids Ins. Co	Iowa S. C	841	803
Connecticut Mutual Life Ins. Co. vs. Lathrop	U. S. C. C	520	484
Connecticut Mut. Life Ins. Co. vs. Scott et al	Ky. C. A	2[illegible]2	241
Continental Life Ins. Co. vs. Robinson	O. S. C. C	292	246
Continental Life Ins. Co. vs. Volger	Ind. S. C	142	84
Covenant Mut. Benefit Ass'n vs. Hoffman	Ill. S. C	***	883
Coventry Mut. Live-Stock Ass'n vs. Evans	Pa. S. C	230	161
Currier vs. Continental Life Ins. Co	Vt. S. C	737	724
Davey vs. Ætna Life Ins. Co	N. J. U. S. C. C.	200	165
Deming vs. Norfolk & Western R. R. Co	Pa. U. S. C. C	531	483
Dodd vs. Jones	Mass. S. J. C	799	724
Donahue vs. Windsor Co. Mutual F. Ins. Co	Vt. S. C	116	81
Drennen et al. vs. London Ass'e Corporation	Minn. U. S. C. C	706	644
Eberts vs. Fisher	Mich. S. C	8[illegible]2	802
Elkhart Mut. Aid Ass'n vs. Houghton	Ind. S. C	895	885
Ewald vs. Northwestern Mut. Life Ins. Co	Wis. S. C	6[illegible]5	646
Farmers' Ins. Co. vs. Williams	O. S. C	133	82
Felix vs. Ancient Order United Workmen	Kan. S. C	234	172
Felrath vs. Schoufeld et al	Ala. S. C	783	***
Fire Department Ass'n of Mobile vs. Mobile Mut. Ins. Co	Ala. S. C	604	566
First Nat. Bank vs. Continental Life Ins. Co	Ohio S. C. C	510	486
Folsom vs. Orient F. Ins. Co	N. H. S. C	174	162
Franklin Life Ins. Co. vs. Wallace	Ind. S. C	412	406
Franklin Ins. Co. vs. Sears	Ohio U. S. C. C	768	721
Fuchs vs. Germantown Farmers' Mut. Ins. Co	Wis. S. C	469	407
German-American Ins. Co. vs. Steiger	Ill. S. C	546	482
Gilbert vs. Moose et al	Pa. S. C	297	244
Gilman vs. Curtis	Cal. S. C	327	323
Gladding et al. vs. Ins. Ass'n	Cal. S. C	893	887
Grace vs. American Cent. Ins. Co	U. S. S. C	127	82
Haines vs. Republic F. Ins. Co	N. H. S. C	172	166
Hamburg-Bremen Ins. Co. vs. Moses	Tex. S. C	793	727
Hathaway vs. State Ins. Co	Iowa S. C	774	728
Hedden vs Griffin	Mass. S. J. C	889	881

		Rep.	Dig.
Henderson vs. State ex rel	Ind. S. C.	.552	487
Highland vs. Highland	Ill. S. C.	.463	407
Hillock vs. Traders Ins. Co.	Mich. S. C.	.915	883
Hine vs. Woolworth	N. Y. C. A.	71	10
Hornthal & Bro. vs. Western Ins. Co.	N. C. C. A.	.287	215
Ins. Co. of North America vs. Garland	Ill. S. C.	.427	409
Johnson vs. Van Epps	Ill. S. C.	***	887
Jordan vs. State Ins. Co.	Iowa S. C.	.779	728
Karcher vs. Supreme Lodge K. of H.	Mass. S. J. C.	.786	723
King vs. Heckla F. Ins. Co.	Wis. S. C.	.146	90
Krumm vs. Jefferson F. Ins. Co.	O. S. C. C.	.122	81
Lahiff vs. Ashuelot Ins. Co.	N. H. S. C.	.796	722
Leonard vs. American Ins. Co.	Ind. S. C.	63	323
Lewis vs. Council Bluffs Ins. Co.	Iowa S. C.	.557	485
Life Ass'n of America vs. Goode	S. C., Tex.	64	7.
Litch et al. vs. N. B. & M. Ins. Co.	Mass. S. J. C.	.381	326
Locket vs. Lee	Tex. S. C.	.240	163
London & Lancashire F. Ins. Co. vs. Lycoming Ins. Co.	Pa. S. C.	.845	806
Lovell vs. St. Louis Mut. Life Ins. Co.	U. S. S. C.	87	615
Lycoming F. Ins. Co. vs. Wright et al.	Vt. S. C.	.108	88
Lyon vs. Travelers Ins. Co.	Mich. S. C.	.923	885
McGraw vs. Germania F. Ins. Co.	Mich. S. C.	.657	642
McIntyre vs. Mich. State Ins. Co	Mich. S. C.	.216	63
McMurry vs. Supreme Lodge K. of H.	Tenn. U. S. C. C.	.569	562
Malley vs. Atlantic F. & M. Ins. Co.	Conn. S. C.	38	11
Manhattan Life Ins. Co. vs. Broughton	U. S. C. C.	29	1
Marston vs. Mass. Mut. Life Ins. Co.	N. H. S. C.	.221	168
Massey vs. Cotton States Life Ins. Co.	Ga. S. C.	.310	245
Meadows vs. Hawkeye Ins. Co.	Iowa S. C.	.377	323
Mobile & Montgomery Ry. Co. vs Jurey & Gillis	Ala. U. S. C. C.	.618	562
Monaghan vs. Agricultural Fire Ins. Co.	Mich. S. C.	.497	481
Mosley vs. Vermont Mut. F. Ins. Co.	Vt. S. C.	97	85
Mouler vs. American Life Ins. Co.	Pa. U. S. C. C.	.417	403
Mullin vs. Vermont Mut. Ins. Co.	Vt. S. C.	.908	884
Mulville vs. Adams et al.	N. Y. U. S. C. C.	.435	401
Mutual Life Ins. Co. vs. Allen	Mass. S. J. C.	.897	882
North Star Boot and Shoe Co. vs. Ladd et al.	Minn. S. C.	.809	804
Northwestern Mut. Life Ins. Co. vs. Herman	Ind. S. C.	.478	404
O'Brien vs. Ohio Ins. Co.	Mich. S. C.	.825	801
Ohio ex rel vs. Moore	O. S. C.	.137	83
Osterloh vs. New Denmark Mut. Home Ins. Co.	Wis. S. C.	.475	401
Owens vs. Travelers' Ins. Co.	Ind. S. C.	.648	614
Pennsylvania Fire Ins. Co. vs. Dougherty	Pa. S. C.	52	9
People vs. Hooghkerk	N. Y. C. A.	749	723
People ex rel. Schindler vs. Flint	Cal. S. C.	15	6
Philp vs. Covenant Mut. Ben. Ass'n.	Iowa S. C.	.249	242
Phœnix Ins. Co. Barnd	Neb. S. C.	.813	806
Phœnix Ins. Co. vs. Lansing	Neb. S. C.	.731	727
Phœnix Mut. Life Ins. Co. vs. Halloway et al.	Conn. S. C.	.354	322
Rice et al. vs. Nixon	Ind. S. C.	***	887
Rintoul vs. N. Y. C. & H. R. R. R. Co.	U. S. C. C.	.541	483
Russell vs. Berry	Mich. S. C.	64	5
Sammons vs. Newark Fire Ins. Co.	Ill. S. C.	.837	803
Schoeneman vs. Western etc. Ins. Co.	Pa. S. C.	.734	726
Schroeder vs. Traders' Ins. Co.	Ill. S. C.	.492	562
Smith vs. National Life Ins. Co.	Pa. S. C.	.330	324
Spare vs. Home Mut. Ins. Co.	Oreg. U. S. C. C.	.280	243
Splawn et al. vs. Chew et al.	Tex. S. C.	.450	408
Snyder et al. vs. Atlantic Mut. Ins. Co.	N. Y. C. A.	.456	404
Stanley vs. Northwestern Mut. Life Ins. Co.	Ind. S. C.	.347	325

		Rep.	Dig.
State of Indiana vs. Turney	Ind. S. C.	230	162
tate ex rel vs. Moore	Ohio S. C.	712	643
Stebbins vs. Lancashire Ins. Co	N. H. S. C.	698	641
Stone vs. Travelers' Ins. Co	Mo. S. C.	472	406
Susquehanna Mutual F. Ins. Co. vs. Tunkhannock Toy Co	Pa. S. C.	853	802
Tasker vs. Kenton Ins. Co	N. H S. C.	337	321
Thomas vs. Fame Ins. Co	Ill. S. C.	287	244
Timayenis vs. Union Mut. Ins. Co	N. Y. U. S. C. C.	762	725
Trustees Exempt Firemen's Fund vs. Room	N. Y. C. A.	17	10
Tyler et al. vs. Mass. Life Ins. Co. et al	Ill. S. C	372	325
Union Mutual Life Ins. Co. vs. Stevens	Ill. U. S. C. C.	253	248
United States Life Ins. Co. vs. Ludwig	Ill, S. C.	488	561
Universal Fire Ins. Co. vs. Weiss Bros	Pa. S. C.	573	564
Universal Ins. Co. vs. Morin	Pa. S. C.	92	89
Waller vs. Imperial Fire Ins. Co	Iowa S. C.	789	728
Waller vs. Northwestern Ass'ce Co	Iowa S. C.	789	728
Walther vs. Mutual Life Ins. Co	Cal. S. C.	815	806
Wamsutta Mills vs. Old Colony Steamboat Co	Mass. S. J. C.	849	804
Washington Mills Emery Co. vs. Mut. Life Ins. Co	Mass. S. J. C.	225	171
Watson vs. Life Ass'n	U. S. C. C. Mo.	***	886
West vs. Home Ins. Co. et al	Oreg. U. S. C. C.	629	
Wildey vs. Farmers' Mut. Fire Ins. Co	Mich. S. C.	306	243
Woolsey vs. Odd Fellows	Iowa S. C.	68	6

LOWER COURT DECISIONS.

Ætna Life Ins. Co. vs. Ehrlich	St. Louis C. A.		383
Blackerby vs. Continental Ins. Co	Ky. S. C		156
Blake & Co. vs. Hamburg-Bremen Ins. Co	Tex. D. C.		151
City Ins. Co. vs. Roberts and Stevens	Cinn. S. C.		929
First Nat. Bank of Waxahochie vs. Lancashire Ins. Co	Tex. D. C.		397
Garrigus vs. Supreme Council	Ind. S. C.		876
Hamilton vs. Aurora F. & M. Ins. Co	St. Louis C. A.		313
Hardman, Dowling & Peck vs. Firemen's Ins. Co	La. U. S. D. C.		718
Koehler vs. Phœnix Mut. Life Ins. Co	Ky. S. C.		312
Metzger vs. Cleveland (with annotations)	Ind. S. C.		855
Tafel, Admr., vs. Supreme Com. K. of G. R.	Cinn. S. C.		932

CASES AND AUTHORITIES CITED

PAGE

Abbott's Digest....596
Abercrombie vs. Dupuis....131
Acey vs. Fernie....214
Adams vs. Ins. Co....298
Adams vs. Smilie....745
Addison Contracts....879, 931
Ætna Fire Ins. Co. vs. Tyler 95, 99, 101, 625
Ætna Life Ins. Co. vs. France....422
Ætna Life Ins. Co. vs. Mabbett et al.274
Agricultural Ins. Co. vs. Montague 196
Ainsworth vs. Bentley....863
Alcock vs. Gilberton....863
Alger vs. Thacher....862, 863
Allaire vs. Allaire....191
Allegre vs. Maryland Ins. Co....371
Allen vs. Ins. Co....60
Alsop vs. Wheatcroft....863
Alton vs. Gilmanton....910
American Basket Co. vs. Farmville Ins. Co....102
American Ins. Co. vs. Foster....449
American Ins. Co. vs. Hemley....362
American Ins. Co. vs. Leonard....362
American Ins. Co. vs. Luttrell....319
American Ins. Co. vs. Wellman....513
American Transportation Co. vs. Moore....623
Ames vs. N. Y. Union Ins. Co....47
Anderson vs. Fitzgerald....264
Anderson vs. St. Louis Mutual Life Ins. Co....293, 294
Anderson vs. Thornton....672
Andes Ins. Co vs. Fisk....264
Angell on Insurance..342, 441, 719, 766
Angell & Ames on Corporations. 20, 74, 278, 454, 603
Anketel vs. Converse....343
Archer vs. Marsh....865
Argall vs. Ins. Co....291
Arnold vs. McCord....866
Arnot vs. Pittston & Elmira Coal Co.870
Arthur vs. Homestead Fire Ins. Co.220
Ashley vs. Ashley....902

PAGE

Ashworth vs. Builders' Ins. Co....380
Associates vs. Davison....191
Atcheson vs. Mallon....867, 868
Atkins vs. Acton....356
Atlantic Ins. Co. vs. Goodall....702
Atlantic Ins. Co. vs. Storrow....625
Atlas Mining Co. vs. Johnson....501
Attorney-General vs. N. A. Life Ins. Co....293, 685
Augier vs. The Eaton Co....54
Augier vs. Webber....865
Augusta Ins. Co. vs. Abbott....673
Aurora Fire Ins. Co. vs. Kranich.434, 760
Austin vs. Seligman....765
Avery vs. Langford....865
Avery vs. Paine....836
Ayres vs. Harttord Ins. Co....94
Bailey vs. Musgrave....55
Bailey vs. N. E. M. L. Ins. Co....176
Baillie vs. Equitable Fire Ins. Co...474
Baine vs. Drew....867
Baker vs. Union Mutual Life Ins. Co....293, 672, 927
Baker vs. Ins. Co....212
Baldwin vs. Chouteau Ins. Co....736
Baley vs. Homestead Fire Ins. Co...103
Ballenger vs. Bourland et al....514
Bank of Augusta vs. Earl....76, 512
Bank of Chillicothe vs. Swayne.515, 516
Bank vs. Hunt....932
Bank vs. Iglehart....454
Bank of U. S. vs. Lyman....55
Bank vs. McLeod....109
Bank vs. Matthews....109, 114
Bank vs. Sprigg....910
Bard vs. Poole....512
Barnard vs. Kellogg....130
Barr vs. Hack....379
Barreda vs. Silsbee....624
Barteau vs. Phœnix Ins. Co....106, 263
Bartlett vs. Ins. Co....60
Bast vs. Byrne....471
Basye vs. Adams....904
Beadle vs. Chenango Ins. Co....293

PAGE

Beadle vs. Munson.....514
Beal vs. Chase.....863, 865
Beard vs. Dennis.....862, 864
Beatty vs. Lycoming Ins. Co..51, 94, 95
Beaver vs. Taylor.....419
Beckwith vs. Bean.....419
Behler vs. German Mutual Fire Ins. Co.....159, 371
Bell vs. Bell.....458
Bell vs. Day.....514
Bellairs et al. vs. Ebsworth.....276
Belnap vs. Sealey.....651
Ben Franklin Ins. Co. vs. Flynn & Hamm.....56, 94
Bennett vs. Ins. Co.....371
Bennett vs. Judson.....672
Bennett vs. Maryland Fire Ins. Co. 101, 766
Benton vs. Am. Ins. Co.....371
Benwell vs. Inness.....864
Bergson vs. Builders' Ins. Co.....212
Bigelow on Fraud.....672
Bigelow vs. State Mut. L. A. Ass'n..224
Billings vs. Morrow.....341
Bingham vs. Cabot.....131, 132
Bishop's Criminal Procedure.....528
Bispham's Equity.....765
Bixby vs. Parsons.....356
Black etc. Society vs. Vandyke.....879
Black vs. Zacharie.....454
Blackett vs. Royal Exch. Ass'e Co...130
Blake vs. Exchange Ins. Co.....831
Blanchard vs. Atlantic Mutual Fire Ins. Co.....365
Bliss on Life Insurance.....293, 451 452, 454, 479, 745, 746, 765, 934
Blodgett vs. Jordan.....744
Blossom vs. Ball.....651
Boardman vs. Boardman.....527
Bocher vs. Williamsburgh Ins. Co..371
Boehen vs. Ins. Co.....736
Bonham vs. Iowa Cent. Ins. Co.....655
Bonner vs. N. W. L. I. Co.....682
Booth vs. Clark.....110
Booth vs. Town of Woodbury.....611
Borradaile vs. Hunter.....33
Bortcher vs. Hawkeye Ins. Co.....781
Boston Glass Co. vs. Binney.....874
Boutelle vs. Smith.....865
Boutelle vs. Westchester Fire Ins. Co.....98, 105
Bouton vs. Am. M. L. Ins. Co. 214, 371, 927
Bouvier's Law Dictionary.....575
Bowman vs. Ins.Co.....61, 371, 736
Bowser vs. Bliss.....864
Boynton vs. Clinton etc. Ins. Co.....95
Brackett vs. Wyman.....866, 867
Bradley vs. Kingsley.....866
Bradley vs. Potomac L.s. Co.....371
Braley vs. Byrnes.....811
Brammer vs. Cohn.....784
Braunstein vs. Accidental Death Ins. Co.....831
Breasted vs. Farmers' L. & T. Co. 33, 37, 446
Breck vs. Merchants' Ins. Co.....447
Breslin vs. Brown.....868
Brewer vs. Lamar.....863
Bridges vs. Sperry.....131
Brigham vs. Myers.....514
Brink vs. Hanover Fire Ins. Co.....101
Brink vs. M. & M. Ins. Co.....98, 102
Brobst vs. Brock.....625
Brodhead vs. Milwaukee.....611
Brong vs. Brown.....664
Brooke vs. Townsend.....527
Brooks vs. Phœnix Life Ins. Co....744
Broom's Legal Maxims.....674
Brown vs. Taylor.....459
Brown vs. Keene.....131, 132
Brown vs. Petrie.....843
Brown vs. Rounsavell.....864
Brugger vs. State Ins. Co.....286
Bryson vs. Whitehead.....863
Buchanan Co. Bank vs. Cedar Rapids etc. Rv. Co.....843
Buchanan vs. Exchange Fire Ins. Co. 50
Buck vs. Milford.....366
Buck vs. Squires.....119
Buckley vs. Garret.....54, 101
Buffum vs. Fayette M. F. I. Co. 214, 371
Buffum vs. Greene.....343
Bunn vs. Gray.....864
Burgess vs. Seligman.....32
Burlington vs. Calais.....910
Burnett vs. Ins. Co.....776
Burritt vs. Saratoga Mut. Ins. Co.. 99
Burrill vs. Ch. Ins. Co.....99
Burrill's Law Dictionary.....98
Busby vs. R. R. Co.....539
Bushnell vs. Kennedy.....181, 182
Bussing's Executor's vs. Union Mut. Life.....294, 334
Butler vs. Burleson.....864
Butler vs. St. Louis Life Ins. Co....528
Button vs. Schroyer.....676
Callahan vs. Donnolly.....862, 863
Calls vs. Brouncher.....356
Cambridge vs. Littlefield.....54
Cammack vs. Lewis.....300, 301, 903
Campbell vs. Charter Oak Ins. Co.. 98
Campbell vs. N. E. Mut. Life Ins. Co.....99, 904, 905
Campbell vs. Ins. Co.....702
Castner vs. Farmers' Mut. Fire Ins. Co.....507
Caswell vs. Gibbs.....862
Carew vs. Rutherford.....874

PAGE

Carlin vs. Western Assurance.....440
Carson vs. Jersey City Ins. Co..440, 830
Carpenter vs. American Ins. Co. 99, 672, 673
Carpenter vs. Ins. Co.....797
Carrington vs. Caller.....866
Carrigan vs. Lycoming Ins. Co. 98, 99, 910, 911
Carter vs. Moses.....373, 375
Canal Co. vs. Hill.....624
Catlin vs. Springfield Ins. Co.....831
Catoir vs. American Ins. Co....213,371
Caw vs. Tourle.....865
Centennial Mut. Life Ass'n vs. Walker.....252
Central Ohio Salt Co. vs. Guthrie...869
Chambushers Ins. Co. vs. Smith.... 55
Chamberlain vs. Lincoln.....788
Chamberlain vs. Preble..... 910
Champion vs. Hartshorne 356
Champlin vs. Laytin.....312
Channor vs. Niles.....261
Chappell vs. Brockway.....865
Chapin vs. School District.....447
Charleston Ins. Co. vs. Neve.....831
Charter Oak Life Ins. Co. vs. Brent 784
Chesman vs. Nainsby.....864
Chester Glass Co. vs. Dewey.....515
Chicago & A. R. Co. vs. Adler.....502
Chicago & A. R. Co. vs. Buttolf....502
Chicago & Northwestern R. R. Co. vs. Jenkins.....490
Child vs. Sun Mut. Ins. Co.....101
Chitty's Pleading 109, 110, 112, 379, 649
Cincinnati College vs. La Rue.....138
C. C. & C. R. R. vs. Crawford.....772
Clagget vs. Bachelor..... 862
Clapp vs. Fullerton.....528
Clark vs. Allen.....300, 902, 904
Clark vs. Crosby.....864
Clark vs. Hundred of Blything.....625
Clark vs. Ins. Co.....342, 702
Clark vs. Manufacturers' Ins. Co. 99, 791
Clark vs. N. E. Mutual Fire Ins. Co. 831
Clark vs. Vankirk..... 56
Clark vs. Wilson..... 626
Clarke et ux. vs. Firemen's Ins. Co..196
Clarkson vs. Edge.....864
Clary vs. Clary.....527
Clay F. & M. Ins. Co. vs. Huron S. & L. Co.....513
Clement's Digest..... 95
Clinton vs. Hope Ins. Co..... 47
Coalfield Coal Co. vs. Peck....266, 267
Coates & Co. vs. Allen.....603
Cobb vs. West..... 55

PAGE

Cobbs vs. Ins. Co.....452
Cochran vs. Chitwood.....341
Cohn vs. Virginia Ins. Co.....196
Colby vs. Hunter..... ...791
Cole vs. Marple. 784
Coleman vs. Stark.....341, 672
Collins vs. Gunter.....651
Collins vs. Ins. Co.....291
Collins vs. Smith..... 55
Collins vs. Locke..... ..870, 873
Colt vs. Miller.... 55
Colt vs. Selden..... . 56
Columbia Ins. Co. vs. Cooper.....263
Columbian Ins. Co. vs. Lawrence 94. 95, 118, 119
Columbus Ins. Co. vs. Walsh.....513
Combes vs. Savings and Ins. Co....135
Commercial Ins. Co. vs. Ives.....839
Commonwealth vs. Bank..... 931
Commonwealth vs. Bruce.....791
Commonwealth vs. Carlisle.....874
Commonwealth vs. Hide & Leather Ins. Co.....226, 440
Commonwealth vs. Hunt..... ...874
Commonwealth vs. Sturtevant. 528
Commonwealth Ins. Co. vs. Mouinger.....263, 363
Commonwealth Ins. Co. vs. Sennett 55, 94, 831
Commercial Ins. Co. vs. Spankneble 433, 759
Commercial N. W. Ins. Co. vs. Union Mut. Co.....370
Company vs. Wilcox.....512
Comstock vs. Lewis.....904
Concord Bank vs. Gregg.....672
Condit vs. Baldwin.....514
Connecticut Mut. Life Ins. Co. vs. Schaeffer 903, 906
Connecticut Mut. Life Ins. Co. vs. R. R. Co..... ..545
Continental Ins. Co. vs. Randolph 159
Continental Life Ins. Co. vs. Webb..784
Cook vs. Brown.....341
Cook vs. Cortwright.....513, 514
Cook vs. Johnson.....864
Cooley on Const. Lim....607, 612, 616
Cooley on Taxation...610, 612, 615, 616
Cooper vs. Mass. Ins. Co 33
Cooper vs. Tourbill.....865
Corwin vs. Urbana and Champaign Mut. Ins. Co.....513, 514
Costler vs. Mayor etc.....651
Couch vs. City Fire Ins. Co..... 365
Couch vs. Ingersoll..... 55
Coursin vs. Ins. Co.....101
Cousins vs. State..... 617
Coutant vs. Schuyler. 765
Cowan vs. State Ins. Co..... 44, 776

PAGE

Cox vs. Ætna Ins. Co. 363
Craft vs. McConoughey 868
Crane vs. Dwyer 927
Cranfurd et al. vs. Hunter 193
Cranfurd et al. vs. Lucena 192
Craver vs. Hornberg 100
Crawford etc. Ins. Co. vs. Cochran .. 101
Cromwell vs. Williamson 650
Crooks vs. Allen 850
Crousillat vs. Ball 55
Cummings vs. Agl. Ins. Co. ... 449, 797
Cummins vs. Boyd 110
Cummings vs. People 664
Cunningham vs. Shaw 55
Cunningham vs. Smith 902
Currier vs. Ins. Co 344
Curtis vs. Gokey 862
Cutler vs. Davenport 110
Cuykendall vs. Miles 109
Dalby vs. India and London Life Ass'e Co. 906
Daniel's Chancery Practice 588
Dakin vs. Williams 864
Dargan vs. Mayor 614
Davis vs. Lamar Ins. Co 158
Davis vs. Mass. Mut. Ins. Co. .. 212, 213
Dawley vs. Houck 843
Dean vs. American Ins. Co 33
Dean vs. Emerson 862, 864
Decatur Bank vs. St. Louis Bank ... 625
Delavigne vs. U. S. Ins. Co 791
Denny vs. Convey Ins. Co 263
Denver & O. R. R. Co. vs. A. T. & S. F. R. R. 872, 873
Dermani vs. Ins. Co 776
DeWitt vs. Barly 527
DeWolf vs. Johnson 515
Dey vs. Martin 120
Dey vs. Poughkeepsie 304
Dickson vs. C., B. & Q. R. R. Co ... 261
Diehl vs. Adams Co. Mut. Ins. Co. 51, 94
Dilleber vs. Home Life Ins. Co. .99, 267
Dillon Mun. Cor 612, 613, 617
Dinsmore vs. Tidball 931
Dix vs. Mercantile Ins. Co 778
Dixon vs. Ramsey 110
Dixon vs. United States 863
Doar vs. Phœnix Life Ins. Co 293
Dodge vs. Ins. Co 106
Doe vs. Reagan 528
Dogge vs. Northwestern Ins. Co 655
Doggett vs. Emerson 672
Dolan vs. Court Good Samaritan ... 788
Donahue vs. Coleman 8 2
Donath vs. Ins. Co. of N. A 791
Donnelly vs. State 191
Doolin vs. Ward 866
Dormay vs. Borradaile 33
Dorr vs. Ins. Co 3 3
Doty vs. Martin 864

PAGE

Dove vs. State 528
Drew vs. Railway Pass. Ins. Co. ... 59
Dudley vs. Little 866, 867
Dufaur vs. Professional Ins. Co 3 1
Duffield vs. Morris 5 8
Duke vs. Catawba Nav. Co 454
Dunham's Appeal 527
Dunlap vs. Gregory 865
Dunlap's Palay's Agency 232
Durant vs. Pratt 746
Durfee vs. Morgan 866
Dutcher vs. Brooklyn L. I. Co 684
Dutton vs. Wilner 767
Eastabrook vs. Union Ins. Co 33
Edgell vs. McLaughlin 298
Edgerly vs. Farmers' Ins. Co 118
Edwards on Receivers 110
Edwards vs. Balt. Ins. Co 118
Ehrman vs. Teutonia Ins. Co 513
Elbers vs. U. S. Ins. Co 791
Elliott vs. Eslava 910
Ellis vs. Boston etc. R. R. Co 111
Elton vs. Larkin 910
Elves vs. Crofts 864
Elwell vs. Chamberlain 672
Emerson vs. Simpson 447
Empire Co. vs. Wallace 539
Ensworth vs. N. Y. Life Ins. Co ... 357
Enterprise Ins. Co. vs. Parisot 101
Equitable Ins. Co. vs. Cooper 51
Ex parte Black 716
Ex parte Norwood 109
Ex parte Smith 131
Express Co. vs. Palmer 341
Ewen vs. Montgomery Mut. Ins. Co. 319
Ewing vs. Johnson 805
Fabyan vs. Union Mut. Fire Ins. Co. 365
Falley vs. Eller 651
Farmers' Bank vs. Burchard 515
Farmers' Ins. Co. vs. Highsmith ... 252
Farmers' L. & T. Co. vs. Walworth. 341
Farmers' Mut. F. Ins. Co. vs. Moyer. 51, 55, 57
Farmers' Mutual Ins. Co. vs. Ensminger 55, 121
Farmers' Mutual vs. Marshall 99
Farmers' Mut. Ins. Co. vs. Taylor. 54, 55, 320
Farmers' Mutual Life Ins. Co. vs. Gargett 505
Farmers' Nat. Bank vs. Deanuy 514
Farmers & Mechs. Ins. Co. vs. Meckes. 55, 101, 106
Farmers & Mechanics' Ins. Co. vs. Needles 110
Farmers & Mech. Bank vs. Settle ... 75
Farmers' & Mech. Mut. Ins. Co. vs. Weeks 55
Farmers' & Traders' Bank vs. Harrison et al 514

PAGE

Farrington vs. Woodward.....343
Farrer vs. Close.....874
Faulkner vs. Central Fire Ins. Co... 98
Fearn vs. Ward.....784, 785
Feise vs. Parkinson 791
Ferguson et al vs. Starer..... 56
Fernandez vs. Great Western Ins. Co.....458, 459
Field on Corporations.....603
Fillinghast & Shearman's Practice..651
Filman vs. Wood.....555
Fink vs. Cox 767
Fire Department N. Y. vs. Noble... 23
Fire Department N. Y. vs. Wright.. 23
Firemens' Ben. Ass'n vs. Lounsbury.615
First Nat. Bank vs. Hartford L. & A. Co.....120
Fishbeck vs. Phœnix Ins. Co.....159
Fisher vs. Boston.....613
Fitch vs. American Life Ins. Co....819
Fithian vs. N. W. L. I. Co.....682
Fitzsimmons vs. Joslin.....671
Flanders on Fire Ins..... 55, 95, 98
Fleckner vs. U. S. Bank.....515
Fletcher vs. Thompson.....211
Fogarty vs. Ream.....265
Fogg vs. Middlesex Mut. Fire Ins. Co.....432, 758, 900
Folsom vs. Ins. Co.....449
Fonblanque's Equity.....866
Forbes vs. American Mut. Life Ins. Co..... 899
Forbes vs. Church.....791
Ford vs. Monroe... 174
Fortesque vs. Barnett.....765
Foster vs. Charles.....188
Foster vs. Equitable Mut. F. Ins. Co..... 228
Foster vs. Hill.....224
Fowkes vs. Ins. Co..... 60
Fowle vs. Springfield Ins. Co.....226
Fowler vs. Ætna Fire Ins. Co.... 99
Franklin Bank vs. Cooper 274
Franklin F. Ins. Co. vs. Chicago Ice Co..... 895
Franklin F. Ins. Co. vs. Updegraff 54, 55, 99, 102
Franklin Ins. Co. vs. Drake.....196
Franklin Ins. Co. vs. Martin.....198
Franklin Ins. Co. vs. Vaughan.....655
Franklin Life Ins. Co. vs. Hazard. 144, 903
Franklin Life Ins. Co. vs. Selton 144, 213, 214, 896, 903
Fraternal Ins. Co. vs. Applegate... 934
Free Turnpike Co. vs. Sandusky County.....716
Freeman on Executions.....867
Fritz vs. Clark.....353
Frost vs. Saratoga Mut. Ins. Co..... 54

PAGE

Fuller vs. Mad. Mut. Ins. Co.....680
Fund vs. Dean..... 931
Galbreath vs. Arlington Mut. Ins. Co 159
Gales vs. Hartman.....626
Galton vs. Ennes.....867
Gardiner vs. Morse 866, 867
Garner vs. Mangam.....672
Gay vs. Union Ins. Co..... 33
Gale vs. Reed.....861, 865
Georgia Home Ins. Co. vs. Kennet 433, 760
Georgia R. R. vs. Smith et al., Com'rs.....596
Germantown Farmers' Mut. Ins. Co. vs. Dhein.....513
Gibbs vs. Smith.....866, 867
Gibson vs. Gilman 527
Gilbert vs. North American Ins. Co. 831
Gillett vs. Ellis.....850
Gilliam vs. Ball.....396
Gillis vs. Hall.....863
Gilman vs. Dwight.....864
Girard Co. vs. York Co.....371
Girard Life etc. Ins. Co. vs. Mutual L. I. Co..... 95
Glass vs. Hulbert..... 346
Globe Ins. Co. vs. Sherlock.....626
Goff vs. St. John..... 99
Gold Mining Co. vs. National Bank 515
Gompers vs. Rochester.....864
Goodall vs. Ins. Co.....701
Goodman vs. Henderson.....864
Goodwin vs. Ins. Co.....371
Goodwin vs. Mass. Life Ins. Co. 101, 224
Gould, Pleadings.....110, 112, 379
Gould vs. Emerson.....766
Gouldstone vs. Royal Ins. Co.....196
Gove vs. Farmers' Ins. Co..... 33
Grace vs. Adams..... 212
Grace vs. American Cent. Ins. Co. 370, 422, 771
Graham vs. Firemen's Ins. Co.....101
Grant vs. King.....458
Grant vs. Thompson.... 527
Gravely vs. Barnard.....864
Graves vs. Washington etc. Ins. Co. 95, 99, 371
Graves vs. Nat. Bank of Lebanon...274
Great Western Ins. Co. vs. Staaden 95, 831
Greeley vs. Smith..... 75
Green vs. Custard.....181
Green vs. Price. 864
Greenleaf, Evidence.....353, 745, 822
Greensburg etc. Turnpike Co. vs. Sidiner.....366

PAGE

Gregory vs. Orrall.. .....850, 852
Grenier vs. Lemoux 865
Grindle vs. Eastern Express Co....800
Grocers' Bank vs. Kingman.....360
Grosvenor vs. United Society of Believers.....788
Grubbs vs. State.....554
Grundy vs. Edwards.....864
Guenaud vs. Dandelet.....865
Gulick vs. Bailey.....867

Holdeman vs. Simonton.....864
Hale et al. vs. Jones.....121
Hale vs. Henderson.....866
Hale vs. Lawrence.....109
Hall vs. Delaplaine.....676
Hall vs. Johnson.....664
Hall & Long vs. R. R. Co.....545, 626
Hall vs. St. Louis Mut. Life Ins. Co.685
Hall vs. Steel..... 926
Hamilton vs. Pitcher.....236
Hammatt vs. Emerson.....188
Hancock vs. N. Y. Life.....683
Hancox vs. Fishing Ins. Co.... ...195
Hannah vs. Fife.....867
Hapgood vs. Shaw. 55
Hardeman vs. Ford.. 341
Hastings vs. Whitby.....864
Hardy vs. Merrill.....527, 528
Hare vs. L. & N. W. Ry. Co.... . 872
Harley, Admr. vs. Heist.....256
Harriman vs. Queen Ins. Co...101, 447
Harrington vs. Workingmen's Ben. Ass'n.....879
Harris vs. Hays.....393
Harris vs. Runnells.....109, 114
Harris vs. Weaver.....651
Harris vs. York Mut. Ins. Co.....196
Harrison vs. Lockhart.....863, 864
Hart et al. vs. F. & M. Bank...341, 342
Hart vs. Railroad Co.....544, 545
Hartford Fire Ins. Co. vs. Ross.....778
Hartford Live-stock Ins. Co. vs. Mathews.....513
Hartford Protection Ins. Co. vs. Harmer..... 95
Hartley vs. Cummings.....863
Harvey vs. Tyler.....419
Harzfield vs. Converse....265, 266, 267
Hathaway vs. Payne.....341
Hathaway's Admr. vs. Nat. Life Ins. Co.....527
Hawley vs. Cramer.....866
Hayden vs. Hill.....359
Hayes vs. City of Oshkosh.....613
Hayward vs. Bath.....174
Hayward vs. Young.....864
Hazard vs. Smith.....119
Head vs. Providence Co.....365
Heath vs. Heath.....174

PAGE

Heard vs. Seely.....863
Hedge vs. Lowe.....862, 864
Heft vs. McGill..... 56
Heichew vs. Hamilton. 864
Heming vs. Hutchinson.....866
Henderson vs. Cummings..... 341
Hendrick vs. Lindsay.....765
Henley vs. Cannefax.....393
Hensley vs. Phenix Ins. Co.... 415
Hentig vs. Staniforth.....791
Herkimer vs. Rice.....195
Herman vs. Merchants' Ins. Co. ...449
Hetfield vs. Newton.....514
Hewlett vs. Wood.....528
Hewton vs. Ewbank..... 98
Heyn vs. Farrar.....109
Hibernia Mut. F. Ins. Co. vs. Meyer. 95
Higgins vs. Phœnix Ins. Co.....440
Higginson vs. Dall.....746
High on Receivers.....110
Hilton vs. Erckersley.....874
Hinde vs. Gray.....862, 863
Hinde vs. Pendleton.....867
Hine & Nichols' Digest..... 95
High Ex. Rem.....716
Hitchcock vs. Coker.....864
Hodsdon vs. Ins. Co.....736
Hofford vs. New Bedford.....613
Hoffman vs. Ætna Ins. Co.....417, 776
Hoffman vs. Brooks..... 870
Hoffman vs. Ins. Co.....213
Hoffman vs. Travelers' Ins. Co..... 60
Hogg vs. Dailey.....863
Holcombe vs. Hewson.....864
Holcombe vs. State.....528
Holley vs. Adams.....767
Holliday vs. Atkinson.....767
Holmes vs. U. S. Ins. Co.....791
Holt vs. Miers.....910
Home Ins. Co. vs. Balt. Warehouse Co.....101
Home Ins. Co. vs. Cohen.....95
Home Ins. Co. vs. Curtis..... 920
Home Ins. Co. vs. Davis....55, 56, 120
Home Ins. Co. vs. Duke.....650
Homer vs. Brown..... 31
Homer vs. Graves.....863
Hoodley vs. Northern Transportation Co.....800
Hook vs. Turner.....866
Hooker vs. Vandewater..... 871
Hooper vs. Crawford.....599
Hooper vs. Hudson R. F. Ins. Co. 47, 49, 50
Hooper vs. Robinson.....195
Hoppock vs. Johnson.....343
Horn vs. Star Laundry Co.....856
Hornley vs. Close.....874
Horne vs. Ashford.....865
Horsley vs. Black.....651

PAGE

Horthall vs. Collecter....132
Hotchkiss vs. Germania F. Ins. Co.320
Hotchkiss vs. Ladd....911
Houghton vs. Manufacturers' Ins.Co.439
Houseman vs. Girard etc. Ass'n....343
Hovey vs. Blanchard....341
How vs. Union Mut. Ins. Co.....213
Howard vs. Albany Ins. Co.....48, 49
Howard Fire Ins. Co. vs. Comick....447
Howe Machine Co. vs. Farrington..360
Howell vs. Knickerbocker Life Ins. Co....223
Howell vs. Mills....866
Hoyt vs. Mut. Ben. Association..12, 214
Hubbard vs. Hartford Fire Ins. Co.655
Hubbard vs. Miller....864
Hudson. Adm'r., vs. Merrifield, Administrator....256, 903
Hull vs. Johnson....910
Hunchberger vs. Ins. Co....106
Hunt vs. Elliott....867
Hunt vs. Roberts....931
Hurd vs. City of Elizabeth....109, 111
Hutchins vs. Ladd....673
Hutchins vs. Miner....452
Hutchinson vs. Western Ins. Co....365
Hynds vs. Schenectady etc. Ins. Co. 95
I. C. & L. R. R. Co. vs. Jones....651
Igoe vs. State....554
Imperial Ins. Co. vs. Murray....831
In re Carew's Estate....867
Indiana Ins. Co. vs. Brehm....363
Indianapolis etc. R. R. vs. Horst...419
Ingram vs. Ingram....866
Ingram vs. Stiff....863
Inland Ins. Co. vs. Stauffer.... 56
Inman vs. Western F. Ins. Co....118
Ins. Co. vs. Bonner....293, 294
Ins. Co. vs. Bowen....736
Ins. Co. vs. Chase....198
Ins. Co. vs. Conover....576
Ins. Co. vs. Hazard....904
Ins. Co. vs. Ins. Co....311, 736
Ins. Co. vs. McDowell.... 95
Ins. Co. vs. McLanathan....197, 736
Ins. Co. vs. Mahone....136
Ins. Co. vs. Morse....879
Ins. Co. vs. Mowry....745, 746
Ins. Co. vs. Newton....816
Ins. Co. vs. Railroad Co....538, 539
Ins. Co. vs. Robertshaw....299
Ins. Co. vs. Robinson....451
Ins. Co. vs. Rodel....33, 35, 522, 524
Ins. Co. vs. Schollenberger....736
Ins. Co. vs. Sennett....101
Ins. Co. vs. Simmons.... 941
Ins. Co. vs. Slaughter.... 61
Ins. Co. vs. Stauffer....101
Ins. Co. vs. Taylor....101
Ins. Co. vs. Todd....101

PAGE

Ins. Co. vs. Webster....341
Ins. Co. vs. Williamson....102, 136
Ins. Co. vs. Wilson....290
Ins. Co. vs. Woodruff....198
Ins. Co. vs. Woodward....109
Ins. Co. vs. Wright....370
Ins. Co. of N. A. vs. McDowell....429
Isaacs vs. Royal Ins. Co....471

Jacobson vs. State....628
Jackson vs. Twentyman....131
Jackson vs. N. Y. Ins. Co....791
James vs. Fulcrod....867
Jarbee et al. vs. Steamboat....473
Jarvis vs. Peck....863
Jefferson Ins. Co. vs. Cotheal....263
Jeffries vs. Life Ins. Co....422
Jeib vs. Butterick....650
Jenkins vs. Temples....864
Jennings vs. Chenango Ins. Co.... 98
Jewett vs. Bowman....866
Johnson vs. Continental Ins. Co....508
Johnson vs. Ins. Co....333
Johnson vs. Jones....419
Joliffe vs. Madison M. Ins. Co.477, 736
Jones on Mortgages....373
Jones vs. Caswell....866
Jones vs. Edney....865
Jones vs. Fell....875
Jones vs. Heavens....864
Jones vs. Page....617

Kearney vs. Taylor....867
Keeler vs. Niagara Fire Ins. Co....778
Keeler vs. Taylor....863
Keenan vs. Missouri Ins. Co....94, 95
Keeny vs. Home Ins. Co.... 95
Keim vs. Ins. Co....736
Keller vs. Corpus Christi....613
Kellogg vs. Larkins...862, 865, 868, 870
Kemble vs. Bowne....458
Kelsey vs. Nat. Bank.... 55
Kennedy vs. Lee....862
Kent vs. Lincoln....110, 113
Kent's Commentaries....60, 144, 458
Kennochan vs. Bowery Ins. Co....101
Kerr on Fraud & Mitsake....672
Kerr vs. Ames.... 59
Kilbreath vs. Bates....515
Killips vs. Putman Ins. Co....831
Kimball vs. Ætna Ins. Co.... 99
King vs. Cutts....109
King vs. Eccles....873
King vs. Hekla F. Ins. Co....470
King vs. Journeyman Tailors of Cambridge....873
King vs. State Mut Fire. Ins. Co...228
Kinsman vs. Parkhurst....863
Kistler vs. I. & St. L. R. R. Co....879
Kittell vs. Wiggins....459, 462
Knecht vs. Ins. Co....239

PAGE

Knickerbocker Life Ins. Co. vs. Harlan..... 292, 294, 685
Knickerbocker Life Ins. Co. vs. Dietz..... 293, 294
Koeiger vs. Guard. Ins. Co.....214
Kountz vs. Citizens' Oil Refinery Co. 870
Kountz vs. Kirkpatrick.....870
Kreson vs. Cloutd. 651
Krider vs. Trustees.....341
Ladd vs. Southern Cotton Press etc. Co.....813
Lake Co. vs. Ashtabula Co. 716
Lake Erie etc. R. R. vs. Zoffinger 266, 267
Lamb vs. Bowser.. 513
Lamott vs. Ins. Co.....745
Lange vs. Lycoming Ins. Co.....320
Lange vs. Werk.....857, 862, 864
Lash vs. Rendell.....366
Laurent vs. Chatham Fire Ins. Co..229
Law of Fraternities.....896
Law vs. London Indisputable Life Ins. Co..... 906
Lawnins vs. Bradley.....866, 867
Lawrence vs. Kidder 863
Lazarus vs. Commonwealth Ins. Co. 195
Leabo vs. Good..... 393
Leach vs. Republic Ins. Co.....188
Leggett vs. Ins. Co..... 99
Leighton vs. Wales.....865
Lemans vs. Loving..... 458
Levi vs. Levi.....866
Lewis vs. Phœnix M. L. I. Co..... 215
Lexington vs. Butler.....181
Liberty vs. Hall Ins. Co.....271
Life Ins. Co. vs. Terry..... 33
Lightner vs. Menzell.....864
Lincoln vs. Claflin.....628
Linn vs. Sigsbee.....864
Little vs. N. W. L. I. Co.....682, 684
Littleworth vs. Davis.....514
Livingston vs. Blanchard..... 42
Livingston vs. Sicles.....446
Loan Association vs. Topeka.....611
Lockwood vs. Ins. Co..... 119
Loker vs. Hanon.....800
London Assurance Co. vs. Bold....276
Long vs. Anderson.....366
Long vs. Steiger.....240
Long vs. Towl.....864
Loomis vs. Eagle Health & Life Ins. Co..... 899, 906
Loppin vs. Charter Oak Ins. Co.... 73
Lord vs. Dale 144, 746
Lord vs. Goddard.....188
Lovell vs. Accident Ins. Co.....60, 63
Lowe on Pleadings.....110
Lowry vs. Mehaffy..... 56

PAGE

Lund vs. Inhabitants of Gyingslow..651
Lusk vs. Thatcher..... ...491
Lycoming F. Ins. Co. vs. Denmore 54, 831
Lycoming Ins. Co. vs. Ruben.....106
Lycoming Ins. Co. vs. Schollenberger..... 56, 57
Lycoming Ins. Co. vs. Shreffler ... 55
Lycoming Ins. Co. vs. Updegraff... 94
McAllister vs. Howell.....864
McAllister vs. New England Ins. Co.. ..:.....192
McCaskell vs. State..... 617
McClacky vs. State.....528
McClurg's Appeal.....864
McCluskey vs. Providence Washington Ins. Co..... 899
McConihe vs. Sawyer.....174
McFarson's Appeal..... 56
McGibbeny vs. Burmaster..... 56
McIntire vs. Norwich Ins. Co.....380
McLanahan vs. Universal Ins. Co...719
McLean vs. Lafayette Bank et al,..515
McMasters vs. Westchester etc. Ins. Co.. ..... 95, 99, 101
McNinn vs. Phipps.....867
Mack vs. Lancashire Ins. Co.....106
Mackinnon Pen Co. vs. Fountain Ink Co.....863
Magee vs. Manhattan Life Ins. Co..273
Maggs vs. Ames.....110
Maher vs. Hibernia Ins. Co.....831
Maier vs. Hoffman..... 862
Mallan vs. May.....863, 864
Mandeville vs. Welch..... 926
Manhattan Life Ins. Co. vs. Balk...682
Manhattan Life Ins. Co. vs. Buck...293
Manhattan Life Ins. Co. vs. Little..415
Marcus vs. Ins. Co 371
Marie vs. Garrison.....867
Markey vs. Ins. Co.....215
Marks vs. Farmers' Ins. Co..... 95
Marsh vs. Russell.....871
Martin vs. Bevens.....335
Martin vs. F. F. Ins. Co.....176
Martin vs. Raulett.....866, 867
Marts vs. Cumberland Ins. Co.....197
Mason vs. Atlantic Fire Ins. Co....603
Mason vs. Nutt..... 110
Mason vs. Sainsbury.....625
Mass. Life Ins. Co. vs. Eshelman...136
Masters' Stevedore Ass'n vs. Walsh 874
Mason vs. Harvey.....118, 831
Maximillian vs. Mayor.....614
May on Insurance
55, 60, 98, 99, 109, 144, 198, 290, 293, 304, 371, 446, 451, 452, 791, 818, 847, 878, 879
May vs. Bradlee.....528

PAGE

Mayor vs. Stonewall Ins. Co.....607
Mears vs. Humboldt Ins. Co.....104
Meech vs. Bennett ... .866
Mellen vs. Hamilton F. Ins. Co.....319
Mellen vs. Whipple 500
Mellish vs. Allnutt.....458
Menkens vs. Watson. 341
Mentz vs. American Fire Ins. Co...879
Mercantile Mut. Ins. Co. vs. Calebs 545
Mercantile Ins. Co. vs. Halthaus 95, 831
Merchants Ins. Co. vs. Addison ...866
Merchants' Nat. Bank vs. Coates.. 926
Merreau vs. Ins. Co.....371
Merrett vs. Farmers' Ins. Co...196, 198
Merrill vs. Sloan.....342
Merserau vs. Phœnix M. L. Ins. Co. 213
Mershon vs. Ins. Co.....736
Metcalf vs. Gilmore.....449
Middletown vs. Brown.....864
Miller vs. Brooklyn Ins. Co..... 927
Miller vs. Elliott.....864
Miller vs. Hirsce 864
Miller vs. Life Ins. Co.....371
Miller vs. Mariner's Church.....800
Miller vs. Mut. Ben. Life Ins. Co...781
Mills vs. Rogers..... 866
Millikin vs. Dravo..... 56
Mining Co. vs. Bank.....109, 114
Miranville vs. Silverthorn..... 56
Mississquoi Bank vs. Sabin.....867
Missouri Valley Ins. Co. vs. Kittle..373
Missouri Valley Ins. Co. vs. Sturgis. 904
Mitchell vs. Ins. Co.....333
Mitchell vs. Lycoming Mutual Ins. Co.....320
Mitchell vs. Reynolds.....862, 864
Mitford's Pleading.....589
Mobile Ins. Co. vs. McMillon.....458
Monahan vs. Calgin..... 56
Montgomery vs. Ins. Co.....333
Moore vs. Bonnett.....862
Moore vs. Ins. Co..... 99
Moore vs. Ross.....174
Moore vs. Small..... 56
Moore vs. Virginia F. & M. Ins. Co.508
Morel vs. Miss. Valley Ins. Co..... 63
Morgan vs. Perhamus.....864
Morris vs. Coleman.....864
Morris vs. McNamee..... 55
Morris vs. Woodward.....866
Morris Run Coal Co. vs. Barclay Coal Co.....868, 869, 870
Morrison vs. Darling.....866
Morse vs. Crawford.....527
Morse vs. Hutchins.....892
Morse vs. Ryan.....672
Morse Drilling Co. vs. Morse.....863

PAGE

Mosley vs. Barry.....110
Moses vs. Brooklyn L. I. Co.....684
Moses on Mandamus..... .716
Mossop vs. Mason.....862
Mott vs. Mott..... 864
Moulor vs. Insurance Co.....418
M. Steam Mills Co. vs. W. A. Co. 341, 703, 704
Muller vs. Southside F. Ins. Co.... 94
Mullin vs. Ins. Co..... 910
Mumford vs. Gething.....865
Mumma vs. Potomac Co..... 75
Mundorf vs. Wickersham.....672
Munn vs. Illinois.. ... .873
Murdock vs. Caldwell 55
Murray vs. Columbian Ins. Co.....791
Murray vs. U. S. Ins. Co.....791
Murray vs. Vanderbilt.....863
Muser vs. Gudell.....555
Mutual Benefit Ass'n vs. Hoyt.....896
Mutual Ben. Ins. Co. vs. French 223, 293
Mutual Benefit Life Ins. Co. vs. Miller.....780
Mutual Ins. Co. vs. Deale..... 197
Mutual Life Ins Co. vs. Hogan.....144
Myers vs. Knickerbocker Life Ins. Co.....357
Myrick vs. Mich. Cent. R. R.. 32, 539
Nash vs. Towne.....624
National Bank vs. Burkhardt.....131
National Bank vs. Colby..... 75
National Bank vs. Ins. Co.....422
National Bank vs. Matthews.....515
National Bank of Metropolis vs. Sprague..... 867
Navigation Co. vs. Wright.....865
Neel vs. Neel 55
Nelson vs. Belmont.....850, 852
Nelson vs. Sun Mutual Ins. Co.....461
Nettleton vs. St. Louis Life Ins. Co. 293, 294
Newcastle Ins. Co. vs. McMoran...263
New Hampshire Mut. Fire Ins. Co. vs. Noyes..... 500
New Jersey Mutual Life Ins. Co. vs. Baker.....136
N. Y. C. Ins. Co. vs. N. P. Ins. Co..341
New York Fire Ins. Co. vs. Ely.....516
New York Life Ins. Co. vs. Seyms..293
New York Life Ins. Co. vs. Statham 223, 293, 680, 682
Niagara Fire Ins. Co. vs. Scammon 118, 495
Nichols vs. Stretton..... ...865
Nimich vs. Holmes 850, 852
Nimich vs. Mutual Ben. Ins. Co... 33
Noah vs. Webb.....864
Nobles vs. Bates.....864

PAGE

North Am. Life and Accident Ins. Co. vs. Burroughs.....59, 61
North Berwick Co. vs. New England F. & M. Ins. Co.....431, 760
North of England Ins. Ass'n vs. Armstrong.....626
Northwestern Ins. Co. vs. Germania Ins. Co.....440
Northwestern Ins. Co. vs. Hull.....415
Northwestern Mut. Life Ins. Co. vs. Gridley.....543
Northwestern Mut. Life Ins. Co. vs. Wilcox.....515
Norton vs. Lewis.....55
Norton vs. Moore.....528
Norwich etc. Trans. Co. vs. Western Mass. Ins. Co.....101, 766
Nourse vs. Prime.....514
Nov. & U. S. Trans. Co. vs. Ins. Co. 371
Noyes vs. Day.....856
Noyes vs. W. County Ins. Co... 99, 101
Nye vs. Chase.....910
Oakes vs. Thornton.....211
O'Connor vs. Hartford Fire Ins. Co. 95
Onde vs. Northwestern Life Ins. Co. 681, 684
Ohio Life & Trust Co. vs. Debolt....513
Oregon Steam Nav. Co. vs. Winsor 862, 863
Osceola Tribe etc. vs. Schwim.....879
Oxley vs. Reisner.....415
Paddock vs. Bird.....866
Page vs. Hammond.....866
Paine vs. Tilden.....107
Palmer vs. Merrill.....899, 906
Palmer vs. St. Paul etc. Ins. Co. 101, 158, 477
Palmer vs. Sawyer.....55
Palmer vs. Stebbins.....864
Pangborn vs. Westlake.....109
Parham Sewing Machine Co. vs. Brock.....276
Parish vs. Stone.....767
Parsons on Contracts.....784, 861
Partridge vs. Phœnix Life Ins. Co. 131, 357, 370
Patch vs. Phœnix Ins. Co..223, 293, 685
Patrick vs. Farmers' Ins. Co.....120
Patrick vs. Ludlow.....458
Patten vs. Ins. Co.....345, 702
Patterson vs. Stetaner.....55
Patterson vs. Triumph Ins. Co. 54, 95, 831
Paul vs. Virginia.....76
Payne vs. Brenham.....240
Payne vs. Newcumb.....373
Peabody vs. Norfolk.....863
Pearson vs. Pearson.....767
Peavey vs. Tilton.....343

PAGE

Peck vs. Waters.....650, 651
Peel vs. Tatlock.....360
Peltz vs. Eichele.....862
Pendar vs. Am. Mut. Ins. Co.....365
Penfold vs. Universal Ins. Co..... 59
Peninsula Bank vs. Harmer.....673
Penn Ins. Co. vs. Crane..... 891
Penson vs. Lee.....791
People vs. Blodgett.....607
People vs. Carrier.....501
People vs. Casey.....755
People vs. Commissioners..... 27
People vs. Davenport..... 28
People vs. Draper..... 607
People vs. Fire Ass'n of Phila....27, 28
People vs. Fire Dept. of Detroit.... 927
People vs. Fisher.....873, 874
People vs. Frequier.....873
People vs. Irving.....755
People vs. Lord.....867
People vs. Mayor of Brooklyn.....607
People vs. Melvin.....874
People vs. Noelke.....755
People vs. Petrea.....749
People vs. Pinkney..... 19
People vs. Reyes.....502
People vs. Sanford..... 528
Perkins vs. Clay.....865
Perkins vs. Conant.....373, 375
Perkins vs. Lyman.....863
Petrie vs. State.....195
Peoria F. & M. Ins. Co. vs. Lewis... 95
People vs. Widows' Ins. Co.....333
Phelps vs. Hall..... 910
Phœnix Ins. Co. vs. Doster.....522
Phœnix Ins. Co. vs. Lansing..... 927
Phenix Ins. Co. vs. Tucker..... 449
Phila. Association vs. Wood.....614
Phila. & Sunberry R. R. Co. vs. Lewis..... 515
Phillips on Evidence..... 99
Phillips on Insurance 99, 195, 197, 365, 457, 458, 603
Phillips vs. Foxhall..... ...274
Phillips vs. Merrimac Mut. Fire Ins. Co..... 900
Phillips vs. Protection Ins. Co. 118, 120, 831
Phippen vs. Stickney.....866, 867
Piatt vs. Oliver.....867
Pickaway Co. Bank vs. Prather.....513
Pidcock vs. Potter.....528
Pierce on Railway Law.....603
Pierce vs. Empire Ins. Co..... 98
Pierce vs. Fuller.....865
Pierce vs. Ins. Co.....702, 776
Pierce vs. Woodward.....864
Pike vs. Thomas.....864
Pilcher vs. N. Y. Ins. Co.....765
Pilkington vs. Scott.....864

PAGE

Pillsburg vs. Pillsburg.....211
Pitt vs. Berkshire L. Ins. Co. 212, 224, 293, 294
Pittsburgh etc. R C. vs. Shaeffer...360
Place vs. Minster.....651
Plympton vs. Preston.....342
Polhill vs. Walter.....188
Pomeroy Remedies.....650
Pond vs. Makepeace.....110
Porch vs. Fries.....195
Portsmouth Ins. Co. vs. Reynolds..371
Post vs. Ætna Ins. Co.....55
Potter's Dworris Statutes.....785
Potts vs. House.....527
Powell vs. State.....528
Powers vs. N. E. Mut. Life Ass'n...98
Prentice vs. Knickerbocker Life Ins. Co.....101
Presbury vs. Fisher.....863
Presby vs. Parker.....672
Preston vs. Ins. Co.....346
Price vs. Green.....863
Prichet vs. Ins. Co.....298
Proctor vs. Sargent.....864, 865
Provident Life Ins. etc. Co. vs. Barnes.....144, 906
Pugh vs. Good.....65
Purchase vs. Mattison.....651
Purdue vs. Nopinge.....650
Purple & Burrows, Admrs., vs. Whitehead.....109
Quarrier vs. Peabody Ins. Co.....304
Quinsigamond Bank vs. Hobbs.....514
Railroad Co. vs. Kusey.....931
Railroad Co. vs. Lockwood.....32, 512
Railroad Co. vs. Mfg. Co.....539
Railroad Co. vs. Ramsay.....131
Railroad Co. vs. Rowland.....874
Ralston vs. Strong.....113
Rannie vs. Irvine.....865
Rannie vs. Home Ins. Co.....447
Rawles vs. American Life Ins. Co. 906
Raymond vs. Leavitt.....868
Raymond vs. Sellick.....767
Read vs. Ins. Co.....112
Redfield vs. Wills.....528
Redmon vs Phenix Ins. Co.....471
Reed vs. Allen.....910
Reed vs. Ins. Co.....110, 459
Reese vs. Ins. Co.....335
Rex vs. Mawley.....874
Reg. vs. Bunn.....874
Reg. vs. Duffield.....874
Reg. vs. Ferguson.....874
Reg. vs. Hewitt.....874
Reg. vs. Hibbert.....874
Reg. vs. Rickenlyke.....874
Reg. vs. Shepherd.....874
Relfe vs. Rundle.....512
Rex vs. Taylor.....873

PAGE

Reynolds vs. Pendleton.....867
Richards vs. Marine Ins. Co.....791
Richardson vs. Peacock.....865
Richmond vs. Dubuque etc. R. R. Co.....864
Richmond vs. Johnson.....934
Ricker vs. Charter Oak Life Ins. Co. 451, 765
Ricketson vs. Commonwealtha ... 55
Ripley vs. Ætna Ins. Co.....54
Riddlesbarger vs. Hartford Ins. Co..220
Riley vs. Riley.....110
Ring vs. Windsor Co. Mut. F. Ins Co.....914
Robbins vs. Magee.....366
Robert vs. New England Life Ins. Co.....211, 223, 293, 294
Robert's Digest.....109
Roberts vs. Riley.....623
Robertson vs. Cease.....131, 132
Robinson vs. Ins. Co.....417
Robinson vs. U. S. Ins. Co....131, 791
Robson vs. Calze.....672
Rock River Bank vs. Sherwood.....514
Roehner vs. Knickerbocker Life Ins. Co.....223, 293
Rogers vs. Greenwood.....910
Rogers vs. The Marshal.....419
Roller Co. vs. Alt.....864
Roper vs. Lendon.....831, 878
Rose vs. Mutual Benefit Life Ins. Co.....902
Rose vs. Stephens & Condit Transportation Co.....543
Ross vs. Adams.....195
Ross vs. Houston.....342
Ross vs. Sadgbeer.....814
Ross vs. St. Louis M. L. Ins. Co....685
Rouissillon vs. Rouissillon.....863
Routh vs. Thompson.....791
Rowley vs. Empire Ins. Co.....136
Ruff vs. Ruff.....353
Runk vs. St. John.....109
Rupp vs. Sampson.....341
Ruse vs. Life Ins. Co.....300, 746
Russell vs. Barry.....651
Russum vs. St. Louis Mutual Life Ins. Co.....293, 294, 684
Rutherford vs. Morris.....528
Ryan vs. Ins. Co.....106
Sabin vs. Gilman.....110
Saiuter vs. Ferguson.....864
St. John vs. American Mut. Life Ins. Co.....902
St. Louis Ins. Co. vs. Graves.....33
St. Louis Life Ins. Co. vs. Grigsby 293, 682
St. Louis Ins. Co. vs. Kyle.....118
Sampson vs. Accidental Death Ins. Co.....293

PAGE

Sampson vs. Shaw....868
Sanborn vs. Ins. Co....454
Sanderson vs. Aston....274, 931
Saratoga Co. Bank vs. King....862
Sawtelle vs. Railway Pass. Assurance Co....60, 63
Sayres vs. Louisville Ben. Ass'n....871
Schealy vs. Alleghany City....611
Schenck vs. Mercer Co. Ins. Co. 278, 831
Schertz vs. I. B. A. W. R. R. Co....266
Schmidt vs. N. Y. Ins. Co.... 99
Schmidt vs. Peoria M. & F. Ins. Co. 429
Schneider vs. Provident Life Ins. Co.... 59
Schomer vs. Hekla F. Ins. Co....319
Schroeder vs. Traders' Ins. Co....267
Schwabe vs. Clift.... 33
Schwalm vs. Holmes....864
Scott vs. Dock Co....543
Scriba vs. Ins. Co. of N. A.... 791
Security Ins. Co. vs. Fay....365
Security Ins. Co. vs. Floy.... 371
Sedg. Stat. and Const. Law....606
Seligson vs. Taylor Compress Co....873
Sessions vs. Newport.... 119
Sexton vs. Montgomery Ins. Co....831
Seymour vs. Continental Life Ins. Co....513
Schackle vs. Baker....864
Shannon vs. Taylor....240
Sharpless vs. Mayor....611, 615
Shaw vs. Turnpike Co.... 54
Sheldon vs. Ins. Co....736
Sheldon vs. Atlantic Ins. Co. 212, 371
Sheldon vs. Atlantic F. & M. Ins. Co....320
Sheldon vs. Hartford Ins. Co....263
Sheppard vs. Peabody Ins. Co....121
Sheridan vs. Phœnix Life Ins. Co....293
Sheridan's Case....874
Sherman vs. Clark.... 55
Sherman vs. Niagara Ins. Co.... 51
Sherwood vs. Agricultural Ins. Co. 49, 73
Sheton vs. Merchants' Despatch Co. 623
Shirmer vs. Butler University....256
Shoenberger's Errors vs. Stackmans. 55
Shrewsbury & Birmingham R. R. Co. vs. N. W. R. R. Co....872
Shumacher vs. Manhattan Life Ins. Co....294
Sibley vs. St. Paul etc. Ins. Co....106
Sidway vs. Marshall....261
Siese vs. Malsch.... 75
Silver Lake Bank vs. Nutt....512, 515
Simpson vs. Brown....765
Simpson vs. Penn Fire Ins. Co....365
Simpson vs. Thompson....626
Singer Mfg. Co. vs. Doxy....651
Singleton vs. S. W. R. R....596

PAGE

Skrainka vs. Scharinghausen.... 870
Sleeper vs. Ins. Co....188
Small vs. Haskins.... 911
Small vs. Jones....867
Smith vs. Am. Ins. Co.... 99
Smith vs. Fleck.... 56
Smith vs. Greenlee....866
Smith vs. Mobile Ins. Co.... 458
Smith vs. Patton.... 56
Smith vs. St. Louis Mut. Life. 294, 685
Smith vs. Ulliman.... 867
Smith's Heirs vs. Dixon.... 911
Snow vs. Wheeler....873
Solicitor's Ass'e Soc. vs. Lumb....34
Sossaman vs. Pamlico Ins. Co....304
South & North Ala. R. R. Co. vs. Jones.... 628
Sparks vs. Bank.... 931
Spaulding vs. N. Y. Life Ins. Co....357
Sprague vs. Holland Purchase Ins. Co.... 47
Stanton vs. Allen....871
Starke vs. Moore & Kenan.... 910
Starkie on Evidence.... 119
Starkweather vs. Loomis....744
State vs. Archer....527
State vs. Cappeller.... 138
State vs. Clark....527
State vs. Donaldson....874
State vs. Fox....191
State vs. Kringer....528
State vs. Moore....138
State vs. Perry....672
State vs. Pike....527
State vs. Roe....100, 107
State ex rel Anderson vs. Holmes Co. 716
State Ins. Co. vs. Maackens....95, 831
State Ins. Co. vs. Todd....54, 55
Stearns vs. Burnham....110
Stebbins vs. Ins. Co....176, 449
Stein vs. Mayor of Mobile....609
Steinback vs. Rhinelander....791
Stephens' Pleadings....649, 660
Stewart vs. Challacombe....864
Stevens vs. Commercial Ins. Co. 458, 450
Stevens vs. Warren....904, 905, 906
Stevenson vs. Snow....791
Stiff vs. Cassel....864
Stone vs. Knickerbocker Life Ins. Co....784
Stone vs. Garwin.... 240
Stormont vs. Waterloo Ins. Co.... 33
Story on Agency....55, 232, 285, 341
Story on Conflicting Laws....110
Story's Equity....274
Story's Equity Jurisprudence....866
Story's Equity Pleadings....442, 589
Story on Partnership.... 41
Strohn vs. Hartford F. Ins. Co....471

PAGE

Strong vs. Manufacturers' Ins. Co .197
Stupetstic vs. Transatlantic Fire Ins. Co.....449
Styles vs. N. W. Ins. Co.....264
Suffolk Fire Ins. Co. vs. Boyden....228
Sullivan vs. Fulton Steamboat Co. 131, 132
Sumner vs. Parker.....341
Supple vs. Iowa St. Ins. Co.....380
Sutton vs. Tyrell..... 910
Swann vs. Chorpening.....866, 867
Sweet vs. Sherman.....100, 107
Symonds vs. N. W. L. I. Co.....682
Taff Vale R. R. Co. vs. McNabb....864
Tait vs. N. Y. Life Ins. Co.....681, 683
Taylor vs. Merchants' Fire Ins. Co.. 95
Taylor vs. Blanchard..... 862
Taylor vs. Ins. Co.....446
Taylor vs. Lowell.....458
Taylor vs. Merchants' Fire Ins. Co..766
Taylor vs. Phœnix Ins. Co.....149, 471
Taylor vs. Sumner.....791
Taylor vs. Weld.....114
Taylor vs. Woods.....607
Telegraph Co. vs. Barnes..... 31
Terry vs. Life Ins. Co.....33, 35
Teutonia Life Ins. Co. vs. Mueller 261, 490
The Delaware.....131
The Distilled Spirits.....341
The Mary Frost.....851
Theobald vs. Railway Pass. Ins. Co. 59
Thomas vs. Mills' Admr.....862, 864
Thompson vs. Davies..... 866
Thompson vs. Ins. Co.....219, 336, 370
Thompson vs. Knickerbocker Life Ins. Co 223, 293
Thompson's Liability etc.....360
Thorn vs. Warflein..... 335
Thornton vs. Sharrett.....864
Thurston vs. Cornell.....514
Titus vs. Glens Falls Ins. Co....47, 380
Tolbert vs. Horton..... 811
Township of Pine Grove vs. Tollcott 515
Transportation Co. vs. Downes.....543
Tregs vs. Lewis..... 55
Trenton Mut. L. & F. Ins. Co. vs. Johnson.....300
Tripp et al. vs. Bishop..... 56
Troup vs. Wood.....866
Troy vs. Sargent..... 906
Trustees vs. Brooklyn Ins. Co.....192
Turner vs. Bank of N. A.....131
Turner vs. Meriden F. Ins. Co.....102
Underwood vs. Hart..... 910
Union Ins. Co. vs. Chipp.....839
Union Mutual Life Ins. Co. vs. McMillan.....294
United States vs. Behan.....696

PAGE

United States vs. Seaman.....716
U. S. Express Co. vs. Lucas.....232
Universal Life Ins. Co. vs. Whitehead 294
Unthank vs. Travelers' Ins. Co.... 766
Utica Ins. Co. vs. Cadwell.....514
Vail vs. Judson 341
Valton vs. Nat. Life Ins. Co..... 99
Vananken's Case.....527
Vandervoort vs. Smith..... 910
Van Martin vs. Babcock..... 864
Vansands vs. Middlesex Co. Bank 514, 517
Van Valkenburgh vs. Ins. Co..... 920
Van Zandt vs. Mutual Ben. Ins. Co.. 31
Vaughn vs. Porter.....119
Veazie vs. Williams.....672
Viall vs. Genesee Ins. Co.....477
Vickney vs. Welch.....863
Viele vs. Ins. Co.....736
Vilas vs. N. Y. C. Ins. Co..... 47
Volton vs. Mut. Life Ins. Co 902
Voorhees vs. Bank of U. S.....651
Vos and Lightbourne vs. Robinson.459
Votaw vs. Corwin 843
Waddel vs. McCabe.....867
Wirt's Act. & Def.....74, 791
Walker vs. Cronin.....874
Walker vs. Metropolitan Ins. Co.... 95
Walker vs. Osgood.....341
Wall vs. Home Ins. Co.. 293
Wall vs. Howard Ins. Co.....263
Wallace vs. Mayor..... 20
Wallace vs. The Board etc..... 555
Waller vs. Northern Assurance Co. 843
Wallis vs. Day.....863
Walsh vs. Washington M. Ins. Co..831
Want vs. Blunt.....293
Ward vs. Byrne.....863
Ward vs. Hogan.....865
Waring vs. Indemnity Ins. Co.....197
Warner vs. Peoria etc. Ins. Co..... 95
Warnock vs. Davis.....300, 903, 904
Warren vs. Jones.....865
Waters vs. Assurance Co.....198
Webster vs. Webster.....346
Weed vs. Mutual Ben. Ins. Co..... 31
Wells vs. Tucker.....765
Welch vs. Phila. Fire Ass'n.....226
West vs. Ins. Co.....776
Westchester Fire Ins. Co. vs. Earle.927
Westchester Fire Ins. Co. vs. Foster.429
Western Agent vs. Pt. Ins. Co.....371
Western Ins. Co. vs. Cropper..... 60
Western N. Y. Life Ins. Co. vs. Clinton et al..... 359
West Rockingham Ins. Co. vs. Sheets.....831
W. Va. Transportation Co. vs. Ohio River Pipe Line.....862

PAGE

Wetherell vs. Bird..... 910
Wetherell vs. Maine Ins. Co....40, 264
Wharton on Agency.....672
Wharton on Contracts..... 60
Wharton on Evidence.....528, 745, 822
Wharton & Stille's Medical Jurisprudence.....526
Wheeler vs. Wheeler..... 866
Whiled vs. Germania Ins. Co.....159
Whipple vs. Stevens.....174
Whitcomb vs. Converse..... 41
White vs. Port Huron & M. Ry. Co..... 927
White vs. Smith et al. 60
Whitecross Wire Co. vs. Saville.850, 852
Whitney vs. Black River Ins. Co....449
Whitney Arms Co. vs. Barlow.....515
Whittaker vs. Howe..... 863
Wicken vs. Evans.....862
Wicks vs. Ross.....664
Widner vs. Lane.....341
Wiggins vs. Burkham.....772
Wiggins Ferry Co. vs. C. & A. R. Co.864
Widner vs. Lane.....673
Winneshiek Ins. Co. vs. Scheller.. 95
Wilbur vs. How.....867
Wilcutts vs. Northwestern Mut. Ins. Co.....415
Wilkinson vs. Pearson.....528
Williams vs Cheney.....109
Williams vs. Niagara Fire Ins. Co. 433, 760, 780
Williams vs. Nottawa..... 31
Williams vs. Phœnix Fire Ins. Co..655
Williams vs. Republic Ins. Co.....293
Williamsburgh City Fire Ins. Co. vs. Carry..... 433, 759

PAGE

Willis vs. Hanover.. .....102, 104
Wilmer vs. Atlantic etc. Ins. Co....111
Wilmot's Opinions.....857
Wilson vs. Hill.....432, 759, 797, 899
Wilson vs. Ins. Co..... 60
Wilson vs. Jones.....194
Wilson vs. Tumman.....672
Wolf vs. Security Fire Ins. Co..... 51
Wood on Fire Insurance. 44, 54, 60, 94, 99, 100, 290, 363, 380, 446, 655, 664, 780, 831
Wood on Master and Servant.....356
Wood vs. Humphrey..... 879
Wood vs. Ins. Co.....736
Wood vs. Poughkeepsie Ins. Co.....371
Wood vs. Rutland Ins. Co.....778
Wood vs. Wagnon.....131
Woodbury Savings Bank etc. vs. Charter Oak Ins. Co.....135
Woodruff vs. Berry.....866
Woodword vs. Wilcox.....651
Wooten vs. Winkle.....866
Worcester Bank vs. Hartford Fire Ins. Co.....365
Wright on Conspiracy.....874
Wright vs. Crabb 868
Wright vs. McKee 99
Wright vs. Ryder.....862, 863
Wright vs. Tatham.....528
Wyllie vs. Pollen..... 343

Yaeger vs. Wallace..... 109
Yates vs. White.....625
Young vs. Hartford Fire Ins. Co. 95, 320, 736
Young vs. Life Ins. Co..... 927